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APPENDIX, No. 14,

TO THE

THIRTEENTH VOLUME.

APPENDIX TO THE THIRTEENTH VOLUME

OF THE

JOURNALS

OF THE

LEGISLATIVE ASSEMBLY

OF THE

PROVINCE OF CANADA.

PUBLIC PRINTING
and STATIONERY

MAR 19 1965

DOCUMENTS LIBRARY

From the 5th SEPTEMBER, 1854, to 30th MAY, 1855, both days inclusive,

IN THE EIGHTEENTH YEAR OF THE REIGN OF OUR SOVEREIGN LADY

QUEEN VICTORIA.

Being the 1st Session of the 5th Provincial Parliament of Canada.

—
SESSION, 1854-5.
—

PRINTED BY ORDER OF THE LEGISLATIVE ASSEMBLY.

Vol. 13.

RETURN

To an Address from the Legislative Assembly to His Excellency the Governor General, dated 17th April, 1855, for "Copy of the Report of the Department of Public Works, upon the Petition of James Egan, and copies of all Tenders, Correspondence, and other papers."

By Command,

GEO. ET. CARTIER,
Secretary.

Secretary's Office,
Quebec, 20th April, 1855.

PROVINCE OF CANADA.

To His Excellency Sir Edmund Walker Head, Baronet, Governor General of British North America, &c., &c., &c.

THE MEMORIAL AND PETITION OF JAMES EGAN, OF THE CITY OF MONTREAL, CONTRACTOR,

HUMBLY REPRESENTS :

That at the beginning of February last the Commissioners of Public Works invited tenders for (among other things) the deepening and widening of the Rock Cut of the Lachine Canal, said tenders to be receivable up to the 20th of February, 1855.

That on or about the 16th of February, 1855, your Memorialist tendered for said work, under the name of James Egan & Co., at low prices.

That in Montreal on or about the 19th of February, 1855, James Moir Ferres, of Montreal, one of the Members of the Legislative Assembly, sent for your Memorialist, and on your Memorialist meeting him in the Office of the Commercial Advertiser, he asked your Memorialist if he was going to tender for the said work, to which your Memorialist answered that he had already tendered.

The said James Moir Ferres expressed himself amazed, and said, "You know I will get that work, but I cannot tender for it in my own name." I said he could use his brother-in-law's name, (John Milne's,) I supposed. At first he said he could not do that either, but he added, "I can make that all right." He said that the undersigned, (your Memorialist) must send in another contract. Your Memorialist objected, but he said he would make this "all right."

Another blank form of tender was then exhibited to your Memorialist by said James Moir Ferres, which was signed by your Memorialist, "James Egan & Co.," and at the request of Messrs. Ferres and Milne, Memorialist put down the names of Messrs. Abbot & Hughes as securities. No prices were filled in by Memorialist

in this tender, which was left with said James Moir Ferres. John Milne was present; Messrs. Ferres and Milne were to have one-third of the profits, and Memorialist two-thirds.

On the 17th March it was agreed that your Memorialist was to meet Messrs. Ferres and Milne, on the 19th, to go to the Canal Office with Milne and the securities. On the 19th your Memorialist met Messrs. Ferres and Milne at Mr. Ferres' house, they insisted that the securities would not be forthcoming unless your Memorialist would sign an agreement giving them three-quarters of my profits, your Memorialist to furnish the funds to begin the work, and to give Mr. Milne power to draw the amounts of the estimates as the work proceeded. Your Memorialist refusing, the said Ferres hinted as much as that your Memorialist could not get any benefit from any tender.

In the Commercial Advertiser Office and throughout this transaction, the said James Moir Ferres talked as if he was in the confidence of the Board of Works and in correspondence with it and with the Secretary, T. A. Begly, and Memorialist believes that he was. In fact your Memorialist's first tender offering to do the works for (as he believes) far less money than his last, was disregarded and the latter one approved, though in terms of the invitation of the Board of Works, too late. It did not reach the Board of Works until after the 20th February, 1855, as Memorialist has reason to believe. Your Memorialist, on the 19th March, wrote to the Chief Commissioner of Public Works offering to give other and new securities to the satisfaction of the Board, and offering to go on with the work.

And on the 23rd March, your Memorialist received for answer "That as the firm of Egan & Milne had failed to come forward to claim their contract, the Commissioner would take such course as deemed expedient"

That your Memorialist is ignorant of the fact of any such firm having ever existed. It may be, however, that the said James Moir Ferres has filled the aforesaid last tender to make it so appear.

In conclusion your Memorialist humbly prays that his first tender be yet accepted and acted upon. Your Memorialist is yet willing to carry out his undertakings as per said tender, and your Memorialist prays for communication and publication of all the tenders for the aforesaid works, on the Lachine Canal, received by the Board of Commissioners of Public Works before or since the 20th of February last, and of all or any correspondence between the said James Moir Ferres and the said Commissioners, or their Secretary, on the subject of the said tenders, or any of them, and your Memorialist prays an inquiry into the matter and for such proceedings thereupon in the interest of the public and for the honor of the Parliament, as may be thought fit.

And your Memorialist will ever pray.

(Signed,)

JAMES EGAN.

Montreal, 26th March, 1855.

(Copy.)

DEPARTMENT OF PUBLIC WORKS,

QUEBEC, 30th March, 1855.

Upon the Memorial of James Egan, Contractor, relative to the Tenders for certain work upon the Lachine Canal, the undersigned has the honor to report for the information of His Excellency the Governor General:

That the work of the earth and rock excavation, in the enlargement of a portion of the Lachine Canal, was advertised in the usual manner, in the Montreal and other papers, and the tenders (transmitted to His Excellency yesterday) were received in consequence.

Prior to the Tenders being opened, Mr. Ferres called on the undersigned, and inquired whether a Tender from James Egan had reached this office; Mr. Ferres stating, at the same time, that Egan, on re-considering his Tender, found that he had tendered too low, and had requested him (Mr. Ferres) to withdraw it, if still in time, and substituting another for James Egan & Co., with advanced rates. To this the undersigned saw no objection, no action whatever having taken place in the matter.

Subsequently, on a comparison of the Tenders, this one so substituted was found to be the lowest, notwithstanding the addition made to the rates. The work was accordingly adjudged to Egan & Co., and instructions to have the Contract Bond, &c., made out, were given prior to the undersigned going to Toronto. On his return to Montreal he visited the Lachine Canal, with the view of ascertaining what progress had been made, and he was surprised to find that not only was the work not commenced, but that the Contract had not then been signed. He immediately had the Contractors notified to meet him at the Lachine Canal office, with their Securities, to complete the Bonds, and while transacting business there with the Superintendent of the Canal, Mr. Egan attended with another person unknown to the undersigned, but introduced to him by Mr. Egan as his partner, Mr. Milne, in order that both might attach their names to the Contract. To this the undersigned objected, requiring the presence of the Securities also, in order that the signature of all the parties might be taken in the presence of the same Notaries, and the matter finally closed.

The following morning Mr. Egan waited on the undersigned at his hotel, and told him that he, Egan, and his partner Milne had a difference about the division of the work, profits, &c., into the details of which he was about to enter, when the undersigned informed him that it was a subject with which the Department had nothing to do, and that he did not wish to hear anything of it. Mr. Egan then asked if he would be allowed to find new Securities, and take the work in his own name singly. The undersigned replied, certainly not, as the other partner, Milne, had equal reason to demand that the work should be given to him. It turned out, subsequently, that his Securities declined to sign as such.

So the matter stood when the undersigned left Montreal, and on reaching Quebec, he proposed that, under the circumstances, both Egan and Milne should be passed by, and the work offered to the next tenderer, provided he would take it at the same rates, and a communication has been directed to be made to Mr. Abbot to that effect.

Beyond the foregoing there are but one or two points in the memorial to which it is necessary to refer. It is stated by the memorialist that Mr. Ferres was in correspondence with the Secretary of the Board of Works, but the undersigned has every reason to know and believe that there is not the slightest ground for this assertion, either as regards the Secretary or any other Officer of the Department.

The Memorialist states his "ignorance of the fact of any such firm as Egan & Milne having ever existed;" "but that Mr. Ferres may have filled up the Tender to make it so appear."

The undersigned was introduced in the Lachine Canal office by Mr. Egan himself to Mr. Milne as his partner, and that such was the case is clear from the memorial itself.

No part of the Tender is in Mr. Ferres's handwriting, and the signature to it is evidently that of Mr. Egan, being precisely the same as that to the memorial and to the other documents received from him by this Department.

Respectfully submitted.

(Signed,)

HAMILTON H. KILLALY,
Assistant Commissioner.

[Copy.]

SECRETARY'S OFFICE,
QUEBEC, 2nd April, 1855.

SIR,—I have to inform you that His Excellency the Governor General has caused inquiry to be made as requested by your Memorial of the 26th ultimo, relative to the Tenders for certain work upon the Lachine Canal.

His Excellency is informed :—1st. That no correspondence has taken place, as alleged, with Mr. Ferres; but that Mr. Ferres, personally, and, as he states, at your request, withdrew your first Tender, while yet unopened, as being too low, and proved his authority to do so by producing your signature to the second; and, 2ndly. That, in your letter to Mr. Sippell, of March 19th, and in personal conversation with Mr. Killaly, you spoke of Mr. John Milne as your partner, or intended partner.

It seems, to His Excellency, to follow, from all the facts of the case :

1st. That no "first Tender of yours is in existence, inasmuch as such first Tender was withdrawn on your own authority as supported by the fact that you admit your signature to the second.

2nd. That you cannot complain of the term "Firm of Egan and Milne," seeing that you yourself treated Mr. Milne as a partner; and,

3rd. That the Board of Works had no course to pursue when yourself and Mr. Milne declined to carry out your Tender other than to treat Contract as still open, and the Commissioners were fully justified in what they did.

I am to add that His Excellency declines to direct the other Tenders for the work in question to be communicated to you as being a course unusual and inexpedient.

I have the honor to be,

Sir,

Your most obedient servant,

(Signed,)

E. PARENT,
Assistant Secretary.

Mr. James Egan,
Contractor,
Montreal.

PUBLIC WORKS,
QUEBEC, 20th April, 1855.

SIR,—With reference to the Address of the Legislative Assembly, returned herewith, I am directed to transmit to you the following documents therein called for, relative to tenders, &c., for the work of the "Rock Cut" at the Lachine Canal, including all the correspondence which has taken place on the subject.

15 tenders.

Letter to John Page, No. 16,975.

Do from do No. 25,050.

Do to do No. 17,060.

Do from Jas. Egan, No. 25,291.

Do to do No. 17,164.

Do from J. G. Sippell, with letter from J. Egan, No. 25,299.

Do to J. G. Sippell, No. 17,167.

Do from J. Dufresne, M.P.P., No. 25,420.

Do to do do No. 17,249.

Report of the Hon. H. H. Killaly to His Excellency the Governor General, on the Memorial of Jas. Egan, No. 1330.
 Letter from J. M. Ferres, No. 25,467.
 Do to do No. 17,285.

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

THOMAS A. BEGLY,
 Secretary.

E. Parent, Esq., Assistant Secretary.

LACHINE CANAL.

Tender for enlargement of Rock Cut.

The undersigned hereby offer to the Commissioners of Public Works, to furnish all necessary tools, implements, machinery and labour, and to execute and complete in a workmanlike manner, all the work connected with the enlargement and deepening of the Canal through the Rock Cut near Lachine, according to the plans and specifications exhibited at the prices and sums we have affixed to the respective items of work in the following table, and hold ready to enter into contract, and offer the two undermentioned persons as security for the due fulfilment of the same.

Tender for completion of Entire Work.

Earth Excavation.—To include every class of material, to be removed from either old spoil bank or elsewhere, except solid rock—per cubic yard.....	0 0 11½
Rock Excavation.—Or connected quarry rock to include deepening both present Canal and new work, and taking off the slopes of both sides of the cut to the angle specified.—per cubic yard...	0 6 7½
Unwatering Work.—To include construction, maintenance and removal of all cofferdams, pumping, baling, or other necessary operations to underwater the work during its progress—Bulk sum.....	2315 0 0

Tender for work above Canal surface only.

Earth Excavation.—To include every class of materials to be removed from either old spoil bank or elsewhere, except solid rock—per cubic yard.....	0 0 10
Rock Excavation.—To include all connected quarry rock, above surface water line of Canal.—per cubic yard.....	0 5 1½

Note.—These two tenders to have no connection with each other, as either may be adopted.

Names and residence of parties tendering :

- Thomas Maguire, & Co. St. Johns, C. E.
 - George Crawford, Esq. M. P. Brockville, C. W.
 - Joseph N. Poule, Esq., Brockville, C. W.
- Dated, St. Johns, 14th February, 1855.

LACHINE CANAL.

Tender for enlargement of Rock Cut.

We, the undersigned, hereby offer to the Commissioners of Public Works, to furnish all necessary Tools, Implements, Machinery and labour, and to execute and complete in a work-man like manner, all the work connected with the enlargement and deepening of the Canal, through the Rock cut, near Lachine, according to the plans and specifications exhibited, at the prices and sums, we have affixed to the respective items of work in the following table, and hold ourselves ready to enter into Contract, and the two undermentioned persons as security for the due fulfilment of the same.

Tender for completion of Entire Work.

Earth Excavation.—To include every class of material to be removed from either old spoil bank or elsewhere, except solid rock—per cubic yard	0 1 2
Rock Excavation, or connected Quarry Rock.—To include deepening both present Canal and new work, and taking off Slopes of both sides of the cut to the angle specified—per cubic yard.	0 6 0
Unwatering Work.—To include construction, maintenance, and removal of all cofferdams, pumping, baling, or other necessary operations, to unwater the work during its progress—Bulk sum.....	850 0 0

Tender for Work above Canal surface only.

Earth Excavation.—To include every class of material to be removed, from either old spoil bank or elsewhere, except solid rock—per cubic yard	0 0 10½
Rock Excavation.—To include all connected Quarry Rock above surface water line of Canal—per cubic yard.....	0 3 9

NOTE.—These two Tenders to have no connection with each other, as either may be adopted.

Names and residence of parties tendering :

H. H. McFarlane & Co., Montreal, Box 451, Post Office.

Name and residence of securities :

James Fisher, Long Point.

W. S. Macfarlane, Montreal.

Dated at Montreal, the 15th day of February, 1855.

LACHINE CANAL.

Tender for enlargement of Rock Cut.

We, the undersigned, hereby offer to the Commissioners of Public Works, to furnish all necessary tools, implements, machinery and labour, and to execute and complete, in a workmanlike manner, all the work connected with the enlargement and deepening of the Canal, through the Rock Cut, near Lachine, according to the plans and specifications exhibited, at the prices and sums we have affixed to the respective items of work in the following table, and hold ourselves ready to enter into contract, and offer the two undermentioned persons as security for the due fulfilment of the same :—

Earth Excavation.—To include every class of material, to be removed from either old spoil bank or elsewhere, except solid rock, per cubic yard.....	0 0 10
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Rock Excavation.—To include all connected quarry rock above surface water-line of Canal, per cubic yard..... 0 3 10

NOTE.—These two Tenders to have no connection with each other, as either may be adopted.

Names and residence of parties tendering—

James Egan & Co., Montreal.

Names and residence of securities—

James Hughes Milne,

J. C. C. Abbott, Montreal.

Dated at Montreal the 17th day of February, 1855.

LACHINE CANAL.

Tender for enlargement of Rock Cut.

We, the undersigned, hereby offer to the Commissioners of Public Works, to furnish all necessary tools, implements, machinery and labour, and to execute and complete, in a workmanlike manner, all the work connected with the enlargement and deepening of the Canal, through the rock cut, near Lachine, according to the plans and specifications exhibited, at the prices and sums we have affixed to the respective items of work in the following table, and hold ourselves ready to enter into contract, and offer the two undermentioned persons as security for the due fulfilment of the same.

Tender for the completion of Entire Work.

Earth Excavation.—To include every class of material, to be removed from either old spoil bank or elsewhere, except solid rock.—per cubic yard..... 0 1 1

Rock Excavation.—Or connected Quarry Rock, to include deepening both present Canal and new work, and taking off the slopes of both sides of the cut to the angle specified—per cubic yard... 0 5 9

Unwatering Work.—To include construction, maintenance, and removal of all coffer dams, pumping, baling, or other necessary operations to unwater the work during its progress—bulk sum. 1156 0 0

Tender for Work above Canal Surface only.

Earth Excavation.—To include every class of materials, to be removed from either old spoil bank or elsewhere, except solid rock—per cubic yard 0 0 11½

Rock Excavation.—To include all connected Quarry Rock above surface water line of Canal—per cubic yard..... 0 4 6

NOTE.—The two Tenders to have no connection with each other, as either may be adopted.

Names and residence of parties tendering :

Archibald McDonald, & Co., Montreal.

Names and residence of securities :

S. S. McDonald, Glengarry.

James Anderson, Montreal.

Dated at Montreal, the seventeenth day of February, 1855.

LACHINE CANAL.

Tender for enlargement of Rock Cut.

The undersigned hereby offer to the Commissioners of Public Works, to furnish all necessary tools, implements, machinery and labour, and to execute and complete, in a workmanlike manner, all the work connected with the enlargement and deepening of the Canal, through the rock cut near Lachine, according to the plans and specifications exhibited, at the prices and sums we have affixed to the respective items of work in the following table, and hold ready to enter into contract, and offer the undermentioned persons as security for the due fulfilment of the same.

Tender for completion of entire Work.

Earth Excavation.—To include every class of materials to be removed from either old spoil bank or elsewhere, except solid rock—per cubic yard.....	0	1	2
Rock Excavation.—Or connected quarry rock, to include deepening both present Canal and new work, and taking off the slopes of both sides of the cut to the angle specified—per cubic yard....	0	5	7½
Unwatering Work.—To include construction, maintenance and removal of all coffer dams, pumping, baling or other necessary operations to unwater the work during its progress—bulk sum.	560	0	0

Tender for work above Canal surface only.

Earth Excavation.—To include every class of materials, to be removed from either old spoil bank or elsewhere, except solid rock—per cubic yard.....	0	2	0
Rock Excavation.—To include all connected quarry work above surface water line of Canal—per cubic yard.....	0	4	3

NOTE.—These two tenders to have no connection with each other, as either may be adopted.

Names and residence of parties tendering :

Angus McDougall & Co., Lachine.

Names and residence of securities :

Satisfactory securities can be furnished.

Dated at Lachine, the 16th day of February, 1855.

LACHINE CANAL.

Tender for enlargement of Rock Cut.

We, the undersigned, hereby offer to the Commissioners of Public Works, to furnish all necessary tools, implements, machinery and labour, and to execute and complete, in a workmanlike manner, all the work connected with the enlargement and deepening of the Canal, through the Rock Cut, near Lachine, according to the plans and specifications exhibited, at the prices and sums we have affixed to the respective items of work in the following table, and hold ourselves ready to enter into contract, and offer the two undermentioned persons as security for the due fulfilment of the same :

Tender for completion of Entire Work.

Earth Excavation.—To include every class of material to be removed from either old spoil bank or elsewhere, except solid rock—per cubic yard.....	0	0	9½
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Rock Excavation.—Or connected quarry rock, to include deepening both present Canal and new work and taking off the slopes of both sides of the Cut to the angle specified—per cubic yard.....	0 5 9
Unwatering Work.—To include construction, maintenance and removal of all coffer-dams, pumping, baling or other necessary operations to unwater the work during its progress, bulk sum.....	250 0 0

Tender for Work above Canal surface only.

Earth Excavation.—To include every class of material to be removed from either old spoil bank or elsewhere, except solid rock—per cubic yard.....	0 0 9½
Rock Excavation.—To include all connected quarry rock above surface water line of Canal—per cubic yard.....	0 4 3

NOTE.—These two Tenders to have no connection with each other, as either may be adopted.

Name and residence of party tendering :

Henry Y. Read, Lachine.

Names and residences of securities :

John Jones, Montreal.

David Kyle, Rawdon.

Dated at Montreal, the 16th day of February, 1855.

LACHINE CANAL.

Tender for enlargement of Rock Cut.

The undersigned hereby offer the Commissioners of Public Works, to furnish all necessary tools, implements, machinery and labour, and to execute and complete in a workmanlike manner, all the work connected with the enlargement and deepening of the Canal, through the rock cut near Lachine, according to the plans and specifications exhibited, at the prices and sums, we have affixed to the respective items of work in the following table, and hold ready to enter into contract, and offer the two undermentioned persons as security for the due fulfilment of the same.

Tender for completion of entire Work.

Earth Excavation.—To include every class of materials to be removed from either old spoil bank or elsewhere, except solid rock—per cubic yard.....	0 0 11
Rock Excavation.—Or connected quarry rock, to include deepening both present Canal and new work and taking off the slopes of both sides of the cut to the angle specified—per cubic yard	0 4 7½
Unwatering Work.—To include construction, maintenance, and removal of all coffer dams, pumping, baling or other necessary operations to unwater the work during its progress—bulk sum.....	300 0 0

Tender for work above Canal surface only.

Earth Excavation.—To include every class of materials, to be removed from either old spoil bank or elsewhere, except solid rock—per cubic yard.....	0 0 11
Rock Excavation.—To include all connected quarry rock above surface water line of Canal—per cubic yard.....	0 3 9

NOTE.—These two tenders to have no connection with each other, as either may be adopted.

Names and residence of parties tendering :

Daniel McGrath, Lachine.

Names and residence of securities :

Thos. McGrath, Esquire, Montreal.

John Fitzpatrick, Esquire, do.

Dated at Lachine, the 16th day of February, 1855.

LACHINE CANAL.

Tender for enlargement of Rock Cut.

The undersigned hereby offer to the Commissioners of Public Works, to furnish all necessary tools, implements, machinery and labour, and to execute and complete, in a workmanlike manner, all the work connected with the enlargement and deepening of the Canal, through the rock cut near Lachine, according to the plans and specifications exhibited at the prices and sums which we have affixed to the respective items of work in the following table, and hold ourselves ready to enter into contract and offer the two undermentioned persons as security for the due fulfilment of the same.

Tender for completion of entire Work.

Earth Excavation.—To include every class of material to be removed from either old spoil bank or elsewhere, except solid rock—per cubic yard.....	0	1	0
Rock Excavation.—Or connected quarry rock, to include deepening both present Canal and new work, and taking off the slopes of both sides of the cut to the angle specified—per cubic yard	0	5	0
Unwatering Work.—To include construction, maintenance and removal of all coffer dams, pumping, baling or other necessary operations to unwater the work during its progress—bulk sum	2500	0	0

Tender for work above Canal surface only.

Earth Excavation.—To include every class of material, to be removed from either old spoil bank or elsewhere, except solid rock.—per cubic yard.....	0	1	0
Rock Excavation.—To include all connected quarry rock above surface water line of Canal.—per cubic yard.....	0	3	6

NOTE.—These two tenders to have no connection with each other, as either may be adopted.

Names and residence of parties tendering :

Brown Watson.

Names and residence of securities :

John Hilton.

Edward Maxwell.

Dated at Montreal, the 17th day of February, 1855.

LACHINE CANAL.

Tender for enlargement of Rock Cut.

I, the undersigned hereby offer to the Commissioners of Public Works, to furnish all necessary tools, implements, machinery and labour, and to execute

and complete in a workmanlike manner, all the work connected with the enlargement and deepening of the Canal, through the rock cut near Lachine, according to the plans and specifications exhibited, at the prices and sums I have affixed to the respective items of work in the following table, and hold myself ready to enter into contract, and offer the two undersigned persons as security for the due fulfilment of the same.

Tender for completion of Entire Work.

Earth Excavation.—To include every class of material to be removed either from old spoil bank or elsewhere, except solid rock.—per cubic yard.....	0	0	10½
Rock Excavation.—Or connected quarry rock, to include deepening both present Canal and new work, and taking off the slopes of both sides of the cut to the angle specified—per cubic yard.....	0	4	10
Underwatering Work.—To include construction, maintenance and removal of all coffer dams, pumping, baling or other necessary operations to underwater the work during its progress—bulk sum.....	495	0	0

Tender for work above Canal surface only.

Earth Excavation.—To include every class of materials to be removed from either old spoil bank or elsewhere, except solid rock—per cubic yard.....	0	0	10½
Rock Excavation.—To include all connected quarry rock above surface water line of Canal—per cubic yard.....	0	3	10½

NOTE.—These two tenders to have no connection with each other, as either may be adopted.

Names and residence of parties tendering :

Patrick Macquisten, Montreal.

Names and residence of securities :

John Ostell, Montreal.

William Gemmill, Montreal.

Dated at Montreal, the 17th day of February, 1855.

LACHINE CANAL.

Tender for enlargement of Rock Cut.

I, the undersigned hereby offer to the Commissioners of Public Works, to furnish all necessary tools, implemenis, machinery and labour, and to execute and complete in a workmanlike manner, all the work connected with the enlargement and deepening of the Canal, through the rock cut near Lachine, according to the plans and specifications exhibited, at the prices and sums I have affixed to the respective items of work in the following table, and hold myself ready to enter into contract, and offer the two undermentioned persons as security for the due fulfilment of the same.

Tender for completion of Entire work.

Earth Excavation.—To include every class of material to be removed from either old spoil bank or elsewhere, except solid rock—per cubic yard.....	0	2	0
Rock Excavation.—Or connected quarry rock, to include deepening both present Canal and new work, and taking off the slopes of both sides of the cut to the angle specified.—per cubic yard..	0	6	0

Underwatering Work,—To include construction, maintenance and removal of all coffer dams, pumping, baling or other necessary operations to underwater the work during its progress.—bulk sum..... 1400 0 0

Tender for work above Canal surface only.

Earth Excavation.—To include every class of materials to be removed from either old spoil bank or elsewhere, except solid rock—per cubic yard..... 0 1 10½
 Rock Excavation.—To include all connected quarry rock, above surface water line of Canal—per cubic yard..... 0 6 3

NOTE.—These two tenders to have no connection with each other, as either may be adopted.

Names and residence of parties tendering :

Ronald Macdonell, Montreal.

Names and residence of securities :

P. E. Adams, Cornwall.

B. Chiffey, Morrisburgh.

Dated at Montreal, the 19th day of February, 1855.

LACHINE CANAL.

Tender for enlargement of Rock Cut.

We, the undersigned, hereby offer, to the Commissioners of Public Works, to furnish all necessary tools, implements, machinery and labour, and to execute and complete, in a workmanlike manner, all the work connected with the enlargement and deepening of the Canal, through the Rock Cut, near Lachine, according to the plans and specifications exhibited, at the prices and sums we have affixed to the respective items of work in the following table, and hold ourselves ready to enter into contract, and offer the two undermentioned persons as security for the due fulfilment of the same :—

Earth Excavation.—To include every class of material, to be removed from either old spoil bank or elsewhere, except solid rock,—per cubic yard 0 1 2½
 Rock Excavation.—Or connected quarry rock, to include deepening both present Canal and new work, and taking off the slopes of both sides of the Cut to the angle specified,—per cubic yard .. 0 4 8
 Unwatering Work.—To include construction maintenance and removal of all coffer-dams, pumping, baling or other necessary operations to unwater the bank during its progress,—bulk sum 1500 0 0

Tender for work above Canal surface only.

Earth Excavation.—To include every class of materials to be removed from either old spoil bank or elsewhere, except solid rock,—per cubic yard 0 0 11
 Rock Excavation.—To include all connected quarry rock above surface water-line of Canal,—per cubic yard..... 0 4 0

NOTE.—These two tenders to have no connection with each other, as either may be adopted.

Names and residence of parties tendering :

Wood, Ross & Co., Montreal.

Names and residences of securities :

John Ross, Isle Bolordon, Repentigny.

John Dixon, Township of Kildare.

Dated at Montreal, the 18th day February, 1855.

LACHINE CANAL.

Tender for Enlargement of Rock Cut.

I, the undersigned, hereby offer to the Commissioners of Public Works, to furnish all necessary tools, implements, machinery and labour, and to execute and complete in a workman like manner, all the work connected with the enlargement and deepening of the Canal, through the Rock Cut near Lachine, according to the plans and specifications exhibited, at the prices and sums I have affixed to the respective items of work in the following table, and hold myself ready to enter into contract, and offer the two undermentioned persons as security for the due fulfilment of the same.

Tender for completion of Entire Work.

Earth Excavation.—To include every class of material to be removed from either old spoil bank or elsewhere, except solid rock—per cubic yard.....	0 1 0
Rock Excavation.—Or connected Quarry Rock, to include deepening both present Canal and new work, and taking off the slopes of both sides of the cut to the angle specified—per cubic yard...	0 5 6
Unwatering work.—To include construction, maintenance, and removal of all coffer dams, pumping, baling, or other necessary operations to unwater the work during its progress—bulk sum.	1500 0 0

Tender for Work above Canal Surface only.

Earth Excavation.—To include every class of material to be removed from either old spoil bank or elsewhere except solid rock.—per cubic foot	0 1 0
Rock Excavation.—To include all connected, Quarry Rock above surface water line of Canal.—per cubic yard.....	0 4 6

NOTE.—These two tenders to have no connection with each other, as either may be adopted.

Names and residence of parties tendering :
Alexander Murray, Coaticook, E. T.

Names and residence of securities :
J. M. Ferres, Montreal.
M. W. Becket, Sherbrooke.

Dated at , the seventeenth day of February, 1855.

LACHINE CANAL.

Tender for enlargement of Rock Cut.

The undersigned hereby offer to the Commissioners of Public Works, to furnish all necessary tools, implements, machinery and labor, and to execute and complete, in a workmanlike manner, all the work connected with the enlargement and deepening of the canal, through the rock cut near Lachine, according to the plans and specifications exhibited, at the prices and sums we have affixed to the respective items of work in the following table, and hold ourselves ready to enter into contract, and offer the two undermentioned persons as security for the due fulfilment of the same.

Tender for completion of Entire Work.

Earth Excavation.—To include every class of material to be removed from either old spoil bank or elsewhere, except solid rock—per cubic yard.....	0 1 3
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Rock Excavation.—Or connected quarry rock, to include deepening both present canal and new work, and taking off the slopes of both sides of the cut to the angle specified—per cubic yard ..	0 5 6
Unwatering work.—To include construction, maintenance and removal of all coffer dams, pumping, baling, or other necessary operations to unwater the work during its progress—bulk sum.	1400 0 0

Tender for work above Canal surface only.

Earth Excavation.—To include every class of material to be removed from either old spoil bank or elsewhere, except solid rock—per cubic yard	0 1 3
Rock Excavation.—To include all connected quarry rock above surface water line of canal—per cubic yard	0 5 0

NOTE.—These two tenders to have no connection with each other, as either may be adopted.

Names and residence of parties tendering :

- Hugh Carmichael, Melbourne.
- John McHaughton, Lachine.

Names and residence of securities :

- Nelson Cleveland, Danville.
- Job Adams, Richmond.

Dated at _____, the seventeenth day of February, 1855.

LACHINE CANAL.

I, the undersigned, hereby offer to the Commissioners of Public Works to furnish all necessary tools, implements, machinery and labour, and to execute and complete, in a workmanlike manner, all the work connected with the enlargement and deepening of the Canal through the rock cut, near Lachine, according to the plans and specifications exhibited, at the prices and sums I have affixed to the respective items of work in the following table, and hold myself ready to enter into contract, and offer the two undermentioned persons as security for the due fulfilment of the same.

Tender for completion of entire Work.

Earth Excavation.—To include every class of earth material to be removed from either old spoil bank or elsewhere, except solid rock—per cubic yard	0 0 0
Rock Excavation, or connected Quarry Rock —To include deepening both present Canal and new work, and taking off the slopes of both sides of the cut to the angle specified.—per cubic yard	0 0 0
Unwatering Work.—To include construction, maintenance, and removal of all coffer dams, pumping, baling, or other necessary operations to unwater the work during its progress.—bulk sum	0 0 0

Tender for work above Canal surface only.

Earth Excavation.—To include every class of earth materials to be removed from either old spoil bank or elsewhere, except solid rock—per cubic yard	0 0 10½
Rock Excavation.—To include all connected Quarry Rock above surface water line of Canal—per cubic yard	0 3 10

NOTE.—These two Tenders to have no connection with each other, as either may be adopted.

Names and residence of parties tendering :

H. B. Abbott, Montreal.

Names and residence of securities :

J. J. Abbott, Montreal.

C. C. Abbott.

Dated at Montreal, the fifteenth day of February, 1855.

LACHINE CANAL.

Tender for enlargement of Rock Cut.

We, the undersigned, hereby offer to the Commissioners of Public Works, to furnish all necessary tools, implements, machinery and labour, and to execute and complete, in a workmanlike manner, all the work connected with the enlargement and deepening of the Canal, through the Rock Cut, near Lachine, according to the plans and specifications exhibited, at the prices and sums we have affixed to the respective items of work in the following table, and hold ourselves ready to enter into contract, and offer the two undermentioned persons as security for the due fulfilment of the same.

Tender for completion of Entire Work.

Earth Excavation.—To include every class of materials to be removed from either old spoil bank or elsewhere, except solid rock—per cubic yard	0	1	6
Rock Excavation, or connected quarry work.—To include deepening both present Canal and new work, and taking off the slopes of both sides of the Cut to the angle specified, per cubic yard....	0	8	9
Unwatering Work—To include construction, maintenance and removal of all coffer dams, pumping, baling or other necessary operations to unwater the work during its progress—bulk sum.....	2000	0	0

Tender for Work above Canal surface only.

Earth Excavation.—To include every class of material to be removed from either old spoil bank or elsewhere, except solid rock—per cubic yard	0	1	6
Rock Excavation.—To include all connected, quarry rock above surface water-line of Canal—per cubic yard.....	0	7	6

NOTE.—These two Tenders to have no connection with each other, as either may be adopted.

Names and residence of parties tendering :

R. Hornson & Co., Maitland.

Robert Hervey.

Satisfactory names and residences of securities will be given.

Dated at Maitland, the 20th day of February, 1855.

(Copy.)

PUBLIC WORKS,
 QUEBEC, 24th February, 1855.

SIR,—I enclose herewith the Contract, in triplicate, with James Egan & Co., for the work at the rock excavation at the Lachine Canal, for which I have to request that you will make out the specification to be attached to two of the Contracts. Such specification to refer only to the work now proposed to be let, namely,

that over water surface or to such seam or joint near that level, as may be settled on from time to time in the course of the work. The Commissioners request that you will be particular in retaining for them power to restrict the rock excavation so embraced, at any time and to any extent they may think proper, without giving the Contractors any claim to compensation whatever therefor.

I am, Sir,
Your obedient servant,

(Signed,) T. A. BEGLY,
Secretary.

Jno. Page, Esquire,
Chief Engineer, Montreal.

(Copy.)

MONTREAL, 27th February, 1855.

SIR,—In reference to your letter of the 24th instant, enclosing copies of contract for a portion of the Rock Cut Lachine Canal, I beg respectfully to draw your attention to the fact, that James Egan & Co. are mentioned as the contractors without the names of the whole Firm being given.

I am, therefore, at a loss to know who should sign the contract.

This question, more particularly came under my notice from having, on a former occasion, obtained legal advice under circumstances precisely similar, when I was informed that all the partners should sign the contract, otherwise, in case of difficulty, the Department must prove who the partners are or were, which of course could scarcely be done without knowing their names.

I beg also to inquire the date at which the Commissioners desire the work to be completed.

I am, Sir,
Your obedient servant,

(Signed,) JOHN PAGE,
E. P. W.

Thos. A. Begly, Esq.,
Secretary, Public Works.

(Copy.)

PUBLIC WORKS,
QUEBEC, 6th March, 1855.

SIR,—In reply to your letter of the 27th ultimo, I have to inform you that the parties to the contract for the rock cut, Lachine Canal, are James Egan, of Montreal, Contractor, and John Milne, of Montreal, gentleman.

I am,
Sir,
Your obedient servant,

(Signed,) T. A. BEGLY,
Secretary.

J. Page, Esquire,
Chief Engineer,
Montreal.

MONTREAL, 19th March, 1855.

SIR,—I have to request that you will allow me to substitute two equally responsible securities for the two named in my tender for widening the Lachine Canal. My reasons for asking the above are that Mr. John Milne, my intended partner, with whom I had an understanding that he was to furnish the securities and have a one-third interest in the contract, now refuses to bring forward the securities named in my tender unless I give him a three-fourth interest in the work, and allow also or authorise him to draw the amount of the estimates as they become payable, which I cannot subscribe to.

In the event of your allowing me to offer two new securities, I am prepared, along with a former partner of mine (Mr. Macquisten) to immediately proceed with the work.

I have the honor to be,

Sir,

Your very obedient servant,

(Signed,)

JAMES EGAN.

Honorable François Lemieux,
Chief Commissioner of Public Works,
Quebec.
Address P. Macquisten's care Montreal.

(Copy.)

22nd March, 1855.

SIR,—In reference to your letter of the 19th instant, requesting that you may be allowed to offer new securities on your tender at the Lachine Canal, I am directed to inform you that as the firm of Egan and Milne have, from differences between themselves, with which the Department has nothing to do, failed in coming forward to claim their contract, the Commissioners will now take such course in the matter as they may deem expedient.

(Signed,)

T. A. BEGLY,

Secretary.

Mr. James Egan,
Contractor,
Montreal.

LACHINE CANAL OFFICE,

MONTREAL, 19th March, 1855.

SIR,—I beg to enclose herewith a letter from James Egan, Esquire, of the firm of James Egan & Co., Contractors, asking to substitute Mr. McQuisten as his partner, in place of Mr. John Milne. He also desires to give other parties as securities in place of those whose names are inserted in the contract for enlarging the Rock Cut above water surface, Lachine Canal, which was placed in my hands by Mr. Page. Messrs. James Egan and John Milne made an appointment to meet me at ten o'clock this morning, with their securities, to execute the contract above referred to. At or about the time appointed, Mr. Egan called and handed me the enclosed letter, which I beg respectfully to refer to the Commissioners for an answer.

I am, Sir,

Your obedient servant,

(Signed,)

J. G. SIPPELL,

Supt. Engineer.

Thomas A. Begly, Esquire,
Secretary, Public Works, Quebec.

MONTREAL, 19th *March*, 1855.

SIR,—I have to request that you will inform me if the Commissioners of Public Works will object to my substituting two equally responsible securities for the two named in my tender. My reasons for asking the above information are, that Mr. John Milne, my intended partner, with whom I had an understanding, that he was to furnish the securities and have one-third of the profits, now refuses to bring forward his securities, unless I give him three-fourths of the profits, and allow him to draw the amount of the estimates, as they become payable; which I cannot subscribe to.

In the event of the Commissioners allowing me to offer two new securities, I am prepared, along with my former partner, Mr. McQuisten, to immediately proceed with the work.

I remain, Sir,
Your very obedient servant,

JAMES EGAN.

J. G. Sippell, Esquire,
Engineer, Board of Works.

(Copy.)

22nd *March*, 1855.

SIR,—In reference to your letter of the 19th instant, inclosing one from Jas. Egan, respecting substitution of new securities in his Tender for work at the Lachine Canal, I am directed to state that you took the proper course in declining to act in the matter, which should be transacted directly with the Commissioners.

(Signed,) T. A. BEGLY,
Secretary.

J. G. Sippell, Montreal.

QUEBEC, 29th *March*, 1855.

SIR,—I have been informed that one Mr. James Egan, labors under some difficulties with the Board of Public Works, with respect to a Contract which has been awarded to him for the execution of certain works on the Lachine Canal.

I take the liberty of informing you that Mr. Egan is prepared to furnish to the Government the securities required in such cases, and to commence the work forthwith. A word in reply on the subject will much oblige,

Your very humble and obedient servant,

(Signed,) J. DUFRESNE.

Hon. F. Lemieux,
Com. of Public Works.

BOARD OF PUBLIC WORKS,
QUEBEC, 2nd *April*, 1855.

SIR,—In reply to your letter of 29th *March* last informing the Chief Commissioner that Mr. James Egan is prepared to furnish the requisite securities for the excavation of certain works on the Lachine Canal, for which he has tendered, I am directed to inform you that a difference having arisen between Messrs.

Egan and Milne, each one of whom insisted that the contract in question should be awarded to him, the Commissioners of Public Works have given the works to another contractor who had previously tendered for their execution.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,)

T. A. BEGLY.

Jos. Dufresne, Esq., M. P. P.,
Quebec.

(Copy.)

QUEBEC, 4th April, 1855.

SIR,—Some days ago, I addressed a letter to the Honorable the Provincial Secretary, requesting communication of a document sent to the Governor by Mr. Egan, and I received a reply the same day informing me that my letter had been transferred to your department.

May I beg to know when I may expect to know whether the document referred to is to be communicated to me or not?

I am, Sir,

Your obedient servant,

(Signed,)

JAS. MOIR FERRES.

Thos. A. Begly, Esquire,
Secretary, Public Works.

(Copy.)

PUBLIC WORKS,

QUEBEC, 4th April, 1855.

SIR,—In reply to your communication of this day, referring to a letter addressed by you to the Honorable the Provincial Secretary, on the subject of a document connected with the complaint of Jas. Egan, which letter, you state, has been transferred to this office by the Provincial Secretary, I am directed to state that it has not yet been received.

I am, Sir,

Your obedient servant,

T. A. BEGLY,
Secretary.

J. M. Ferres, Esq., M. P. P.

Q U E B E C :

PRINTED BY LOVELL AND LAMOUREUX, MOUNTAIN STREET.

1855.

R E T U R N

To an Address from the Legislative Assembly, of the 21st ultimo, for Copies of Correspondence and other Documents, relative to sale of the Grey Nuns' Property at Montreal, near Victoria Bridge.

By Command.

GEO. E. CARTIER,

Secretary.

SECRETARY'S OFFICE,

Quebec, 23rd April, 1855.

No. 1.

(Copy.)

To His Excellency the Governor General in Council, &c., &c., &c.

The undersigned has the honor to report, that he has learned that the lands in the immediate vicinity of the terminus of the Lachine Canal, at Montreal, belonging to the Seminary, are about to be publicly put up for sale; the intention of the proprietors is to have them divided, and sold as building lots, preparatory to which they propose having the property laid off in Streets.

There are also lands belonging to the Hotel Dieu, and to the Grey Nuns of Montreal, which are now in the market for sale.

The present dock and wharf accommodation of the Lachine Canal at Montreal, is much too limited even for the present business, and must be wholly insufficient for the great increase of trade in a few years that may be reasonably calculated on.

Under these circumstances, the undersigned is disposed strongly to recommend, that this Department be authorized to treat for the several portions of land shewn on the accompanying sketch, and maked—A, B, C, & D.

A.—Containing about 27 arpents, the property of the Seminary, can be had for £350 per acre, and, considering its position with relation to the Canal and the various leading streets, this rate must be considered as very low.

B.—Contains about 18 acres, and may be had for about £550 per acre.

C.—For this property, containing about 27 acres, belonging to the Nuns of the Hotel Dieu, £400 per arpent is asked, and the farm buildings to be paid for on valuation of appraisers.

These three properties are really at this moment required for Canal purposes, and, if not obtained before the Streets are laid out and homologated, and lots sold or leased on such division, the subsequent acquisition of the land by the Department, would be attended with much difficulty, and greatly increased expense.

The portion marked D, belonging to the Grey Nuns, containing about 35 arpents, for which £400 per acre is demanded, together with £1,200 for the buildings and other improvements, is not so much required for Canal purposes as the above, but, as it would add to the compactness of the property, would be of great value for a Railway depot, and for other purposes of a public character; the undersigned is disposed to recommend the acquisition of it also, and it can afterwards be disposed of in such manner as may most tend to the advancement of the public interest.

It is expected that the sale of these lands will commence on the twenty-first of this month, so that it is most desirable that the decision of the Government in the matter should be come to as soon as possible.

Respectfully submitted.

(Signed,) J. CHABOT,
Chief Commissioner.

DEPARTMENT OF PUBLIC WORKS,
Quebec, 11th March, 1853.

No. 2.

PROMISE OF SALE BY REVEREND SISTERS OF THE GENERAL HOSPITAL OF MONTREAL TO HER MAJESTY.

[*Translation.*]

On the twenty-third day of the month of August, in the year One thousand eight hundred and fifty-three, before the undersigned Public Notaries, for that part of the Province of Canada heretofore constituting Lower Canada, residing at Montreal, in the District of Montreal, in Lower Canada:

Appeared the Reverend Sisters, Marie Rose Coullée, Superior of the "Community of the Sisters of Charity of the General Hospital of Montreal"; Sister Elizabeth Forbes, dite McMullen, Assistant; Sister Catherine Forbes, Mistress of the Novices; and Sister Marie Julie Hainault, dite Deschamps, Treasurer of the said Community, all four of the City of Montreal, and acting in their capacity aforesaid, for and in the name of the said Community, upon application and requisition to them made by Her Majesty Queen Victoria, represented and acting in these presents by the Honorable Jean Chabot, of the City of Quebec, Chief Commissioner of Public Works for the Province of Canada, to cede to Her in virtue of the Act passed in the ninth year of the Reign of Her said Majesty, chapter 37, for the use of the Public Works, have promised from and after the first day of the month of May last, to sell and convey and by these presents

do promise to sell and convey with guarantee against all evictions, troubles and hindrances generally whatsoever, to Her Majesty Queen Victoria, acting and represented by the Honorable Jean Chabot, of the City of Québec, hereto present, and accepting for Her said Majesty, Her Successors and Assigns in this Province, or to any other persons who may be named for that purpose, by the said Commissioner of Public Works, to wit: A land lying and situate in the City of Montreal aforesaid, at Point St. Charles, in the Parish of Notre Dame de Montreal, in the District of Montreal aforesaid, containing thirty-four arpents in superficies of an irregular figure, and distinguished in the place of the locality, executed by John Ostell, sworn Surveyor, and deposited of Record in the Office of T. Doucet, one of the undersigned Notaries, on the ninth day of the month of August, One thousand eight hundred and fifty-three, AA, BB, CC. The said land being bounded to the Northeast by the River St. Lawrence, to the West by the part of the farm of St. Augustin, sold to Her Majesty, and to the South by the property of the vendors, with a stone house, a stone cellar, two stables, a coach-house and other dependencies thereon erected.

The said land is the property of the said Community, in virtue of good and sufficient titles, and of their possession thereof for more than one hundred years.

The land now sold is held in censive from the Seigniorship of the Island of Montreal to the domain whereof it is charged with certain *cens* and *rentes*, and other Seigniorial dues, which the parties are unable exactly to define, the whole in accordance with the Deeds of Concession; from payment of the arrears of which dues the said land is quit up to the first day of May last, (1853.)

The present promise of sale is made subject to the charges, clauses and conditions following, and to which Her said Majesty, Heirs, Successors and Assigns, shall be bound to conform, to wit:

1st. Of paying the Seigniorial dues from and after the first day of May, with which the land so sold might have been charged, but of which as regards future dues, Her said Majesty will forthwith, immediately after the execution of the Deed of Sale hereinafter mentioned, obtain the redemption and commutation.

2nd. Of taking the aforesaid land without any guarantee as to the measures hereinabove established, the surplus of or deficiency in which shall insure to the profit or loss of Her said Majesty, Her Successors and Assigns, however great the difference may be.

3rd. Of computing the taking possession and enjoyment from the said first day of May last, and Her said Majesty shall consequently receive from and after the first day of May last from the farmer at present occupying a part of the said land, the proportion of rent payable by the said farmer for the said land, Her said Majesty represented as aforesaid, promising to take the said lease into Her own hands, so that the vendors may not be in any way troubled or disturbed in respect thereto by the said farmer, by reason of damage or otherwise.

4th. Of opening at Her own costs, finishing and completing, and well and thoroughly macadamizing the prolongation of St. Stephen Street, distinguished upon the plan hereinbefore mentioned, at least sixty feet in breadth, commencing from the River St. Lawrence and extending to Wellington Street, the whole without delay; the said vendors themselves, furnishing the land upon their said farm, necessary for the said street which shall be considered as, and shall in effect be a public highway; also, of enclosing the said St. Stephen Street according to law, in a line, preserving the said fences in good repair, as long as the said Community shall be proprietor, and in possession of the contiguous lands, the whole at the sole cost and expense of Her said Majesty, and of obliging any persons to whom Her said Majesty may afterwards sell, either the whole or any part of the said land, to erect the said fences, and thereafter to fulfil the said conditions, subject to all charges and damages.

5th. Of paying all charges and fees to which these presents may give rise, and the expense of a duly certified Copy for the vendors.

The present sale is further made for, and in consideration of, the price and sum of Four hundred pounds, of the present current money of the Province of Canada, for each and every superficial arpent of land, making for the said thirty-four arpents, a total sum of Thirteen thousand six hundred pounds, said present current money of this Province; which said sum of money, Her Majesty, represented as aforesaid, promises to well and truly pay or cause to be paid to the said vendors, at the time of the execution of the Deed of the present sale, with interest thereon, to be computed from the first day of May last; which said Deed of Sale shall be signed and executed in proper and due form, upon this day two months.

And for securing the payment hereinbefore stipulated, of the capital sum and of the interest thereupon, to be computed from the first day of May last, the land now sold shall remain specially hypothecated by privilege of *baillieur de fonds*, expressly reserved.

Reserving to themselves the said privilege, the vendors have promised to convey to Her said Majesty, Her Heirs and Representatives and Assigns, the land aforesaid, and all the necessary rights generally whatsoever, which the said Community might have and claim to have in and upon the said land and its dependencies, of all which rights the said Community do divest and dispossess themselves, in favor of Her said Majesty, Her Heirs, Representatives and Assigns, willing that they should be invested therewith, and put in possession thereof, as property belonging to Her Majesty's Government in this Province, for the use of the Public Works, from and after the first day of May last.

All which Acts, done and passed at Montreal the day and year aforesaid, under the number Six thousand two hundred and sixteen of the minutes of T. Doucet, one of the undersigned Notaries, the parties hereto, and also Thomas Alexander Begly, Esquire, Secretary of the said Public Works, have signed together with us the said Notaries, they having been duly read.

(Signed,)	Sister M. R. COUtlÉE, Superior.
"	" ELIZABETH FORBES DITE McMULLEN, Assistant.
"	" M. J. HAINAULT DITE DESCHAMPS.
"	J. CHABOT, Chief Commissioner, Public Works.
"	THOMAS A. BEGLY, Secretary, Public Works.
"	G. H. NAPIER, N.P.
"	T. DOUCET, N.P.

A true Copy of the minute remaining of Record in the Office of the undersigned Notary.

(Signed,) T. DOUCET, N.P.

No. 3.

(Copy.)

MONTREAL, 20th June, 1854.

PROVINCE OF CANADA, }
 District of Montreal. }

The Honorable John Young of the City of Montreal, in the District of Montreal, complaining of the Honorable Jean Chabot, and the Honorable H. H. Killaly, Commissioners of Public Works of Canada, represents,

That on the 1st day of June, 1854, the said Commissioners were and are justly and truly indebted to the said Petitioner in the sum of One thousand one hundred and eighty-four pounds, currency, for the work, labor, care, diligence and attention of the said Honorable John Young theretofore, by him given, bestowed and done at the request of the said Commissioners of Public Works acting in that behalf, for and on behalf of Her Majesty's Provincial Government, in and about purchasing, surveying, and measuring, to wit, at divers times previous and up to the 7th day of October, 1853, divers large tracts of land, situated at and near the City of Montreal, heretofore belonging to divers proprietors and owners thereof, and more particularly to the Ecclesiastics of the Seminary of St. Sulpice at Montreal; the community of the Sisters of Charity of the Montreal General Hospital; and from the Sœurs *de St. Joseph de l'Hotel Dieu de Montreal, administratrices des biens des Pauvres du dit Hotel Dieu*, for which said work, labour, care, diligence, and attention, so given and bestowed as aforesaid, and the said Commissioners of Public Works, in their said quality, are bound and liable, and in fact undertook and promised to pay the said Petitioner such sum of money as he ought to demand, and might reasonably and legally be entitled, to which said sum the said Petitioner alleges to be the said sum of £1,184, being at the rate of 2½ per cent. at the value of the lands purchased by Petitioner for the said Commissioners of Public Works in manner aforesaid.

That the said Petitioner made a claim on the said Commissioners for said sum, to wit, on the 7th October, and the 7th December, 1853, which said claim is the unsettled and pending, and has not been decided by the arbitrators named by law, or by any arbitrators mutually named, and the said sum is justly and truly due to the said Petitioner, and the said Commissioners are by law bound to pay the same, but have hitherto wholly failed so to do.

And the said Petitioner saith, that heretofore, to wit, at the City of Montreal, the said Commissioners of Public Works, in consideration that he the said Petitioner, to wit, at divers periods during the year 1853, at the request, and for and on behalf of the said Commissioners, given and bestowed his time, care, and attention, in and about negotiating for the purchase of the said Commissioners on behalf of the Government of the Province, divers large tracts of land, situated at and near the City of Montreal, and had thereby secured the purchase of said lands for the said Government, promised and undertook, to wit, on the 7th day of October last, and at divers times since, to pay and satisfy to the said Petitioner such sum as he reasonably deserved to have and obtain as and for his said services. That your Petitioner deserves to have and obtain a compensation equal to two and a half per cent. on the price of the lands so negotiated for and purchased by your Petitioner, namely, the sum of (£1,184, cy.,) One thousand one hundred and eighty-four pounds, currency, in all, which sum the Commissioners are by law bound to pay, and have admitted to be due to your Petitioner, and promised to pay. That the said rate is the usual, reasonable and customary rate for similar services, and that no part of the said sum of money has been paid to your Petitioner.

That by law no action can be brought or maintained in a Court of Justice against the Commissioners of Public Works in their said quality or capacity, and that in cases where amicable settlements cannot be made, provision is by law made for the submission to arbitrators of all disputed claims against the said Commissioners of Public Works.

That the claim of your Petitioner has not been submitted either to the arbitrators for Lower Canada, nor to arbitrators mutually named under the statute of this Province, 16 Victoria, chapter 160; and that your Petitioner has complied with all the formalities required by law, and is entitled under the law to have the said claim determined and settled by arbitrators.

Your Petitioner therefore prays, that the said claim of your said Petitioner, with all the documents and proof in support thereof, be submitted to arbitrators in manner provided by law, and that the said claim may be investigated, heard, and determined by said arbitrators, and a reward thereon may be rendered as to law and justice may appertain, and further prays, that the said sum of One thousand one hundred and eighty-four pounds, currency, or such portion thereof as may be found legally due, be, by the said Commissioners, paid over to said Petitioner, with interest thereon, from the 7th day of October, 1853, and costs.

(Signed,) A. & G. ROBERTSON,
Attorney for Petitioner.

No. 4.

(Copy.)

MONTREAL, 20th June, 1854.

PROVINCE OF CANADA, }
District of Montreal. }

The Petition of the Honorable JOHN YOUNG, of the City and District of Montreal, respectfully sheweth,

That on the seventh day of October, One thousand eight hundred and fifty-three, your Petitioner transmitted to the Department of Public Works, in a letter addressed to the Honorable J. Chabot, Chief Commissioner, your Petitioner's claim against the said Commissioner acting for the Provincial Government, for One thousand one hundred and eighty-four pounds, being a Commission at the rate of two and a half per cent. then and now claimed by your Petitioner, for divers negotiations for the purchase of certain Lands from the Ladies of the Hotel Dieu, the Grey Nuns, and from the Gentlemen of the Seminary of Montreal.

That on the seventh day of December, One thousand eight hundred and fifty-three, your Petitioner addressed another letter to the Honorable J. Chabot, with a duplicate of the same account in which your Petitioner stated in effect, that no reply had been received by him to his previous letter, and that he understood that Mr. Hodges, on behalf of the Grand Trunk Railway Company, would assume portion of the said property at Point St. Charles, originally bought by Petitioner for the Government, in which case your Petitioner's account against the Government would be Eight hundred and forty-four pounds. That on the thirteenth day of December, One thousand eight hundred and fifty-three, a letter was addressed to Your Petitioner by Mr. Begly, stating that he had been directed by the Commissioners to inform me, "that the Commissioners cannot entertain my claim."

That on Petitioner's return to Town, he addressed a letter of date, the twenty-third of December, One thousand eight hundred and fifty-three, in reply to Mr. Begly's, in which Your Petitioner stated his readiness to shew the Commissioners, that he had acted in the purchase and negotiations under instructions as well from the Inspector General and Receiver General, as from the Commissioners of Public Works, trusting that the Commissioners would feel it due to themselves, and to Your Petitioner, to state upon what grounds Your Petitioner's claim for services cannot be entertained."

To this letter, no answer from the Department of Public Works has been received, and although Your Petitioner had subsequently a communication from a Member of the Government in relation to submitting the Claim to arbitration, as a claim against a particular Member or Members of the Government. Your Petitioner could never think in justice of preferring any claim against individuals for services rendered, not to them but to the Government, at the request and on the express directions of the Commissioners of Public Works, and of various Members of the Government and Heads of Departments.

Your Petitioner conceives his Claim is against the Department of Public Works, and he is desirous of having it fully investigated and decided upon its real merits as such under the provisions of the Statute 13 & 14 Vic. cap. 13, section 9. This Section provides "That the Commissioner shall not as such be sued in any Court of Law or Equity in this Province, for any cause, nor under any pretence whatever. Provided always, that in case any claim should arise against the said Commissioner, of a nature different from these described in this Act, or the Acts hereinbefore recited, which the said Commissioners are unable to settle amicably; then every such disputed claim (unless the same be for Salary, Wages, or Allowances by any subordinate Officer, or person in the employ of the said Commissioners) shall and may be referred to the said Arbitrators, &c., &c.

That your Petitioner has a claim upon the Commissioners, admits of no doubt, its validity or its amount may be disputed, nor can your Petitioner object to the strictest scrutiny, both into its character or amount. He is desirous merely of its being fairly investigated, and of having it decided upon its merits.

Your Petitioner begs respectfully to refer to the letters, telegraphs and documents, referred to in the Lists herewith transmitted, as containing the clearest evidence that your Petitioner acted in behalf of the Government, at the express request of the Commissioners of Public Works. That he expended a very considerable amount of labor in bringing about the purchase, he can shew in the clearest manner, as well by the parties with whom the negotiations were carried, as by various other parties cognizant of all the facts. Indeed, had the negotiation been on behalf of a private individual, your Petitioner respectfully submits, that his right to remuneration would be self-evident, the amount would be matter admitting of difference of opinion. Nor does your Petitioner see how under the circumstances detailed in the documents, copies of which are herewith transmitted, it can be doubted that he has a claim equally on the Government for like remuneration.

The Department of Public Works, on a communication from the Honorable Mr. Hincks, addressed your Petitioner, requesting information as to the lands which had been under offer, (see Mr. Begly's letter of the twenty-sixth of January, one thousand eight hundred and fifty-three to your Petitioner.) The information asked for was furnished by your Petitioner cheerfully and promptly, (see Petitioner's letter of twenty-ninth January, one thousand eight hundred and fifty-three,) and in that letter, the first written by your Petitioner in answer to an official communication, your Petitioner states, "if the Government wish me to buy those lands I shall gladly act for them," evidently shewing his views at that early period, totally at variance with the supposition that your Petitioner was

acting for particular members of the Government; your Petitioner refers to this on the supposition that the Department of Public Works may have adopted a different view, and that therefore his claim "could not be entertained" as being brought against the wrong party. He respectfully submits, that from the first to the last your Petitioner supposed he was acting for the Government, at the request of the officers of the Government, that he was in fact employed and authorized by the Commissioners of Public Works, the only parties in the Government who could legally acquire lands for public purposes, to negotiate for and purchase valuable property needed for the Government, that he was employed as a party on the spot and acquainted with the situation and value of the property, and as having had the property under offer. It is evident from Mr. Hincks' Telegraph of the twenty-fifth of April, that the taking of the properties had been before the Executive Council, and his telegraph of the twenty-ninth and thirtieth of the same month fully recognize your Petitioner's views, that he was to aid Mr. Taché in the matter; Mr. Killaly's of the thirtieth and the subsequent letters of Mr. Taché show that your Petitioner was actually authorized and requested to make the arrangements necessary to secure the purchase of the property.

When the arrangements were made, your Petitioner requested them to be submitted to the Department of Public Works; the Department of Public Works gave express directions to Petitioner as to the measurement of the land to be taken, and afterwards, as appears by Mr. Begly's letter of the 15th August, One thousand eight hundred and fifty-three, requested that Petitioner would have the matter closed.

As the matter now stands, your Petitioner respectfully represents that he stands in a very unsatisfactory position; his claim for compensation he considered and still considers as perfectly legitimate and legal, and as moderate in its amount.

Whether this be the case or not it is not for your Petitioner to determine. He desires nothing more than that his claim be submitted for final determination either to the Government arbitrators or to the arbitrators mutually appointed under the 16th Victoria, cap. 160, or to the Board of Trade either at Quebec or Montreal.

Your Petitioner therefore, renewing the claim by him already made, prays that his said claim against the Commissioners of Public Works, be referred in due course of law to the arbitrators named to act for Lower Canada, or to arbitrators to be named under the Statute above referred to, and that the sum of One thousand one hundred and eighty-four pounds, so claimed by him, or so much thereof as may be ascertained to be due, be paid over to your Petitioner.

(Signed,) JOHN YOUNG.

To the COMMISSIONERS of
PUBLIC WORKS of Canada.

No. 5.

(Copy.)

DONEGAN'S HOTEL,
19th February, 1854.

My dear Young,—I have your note, and am glad to find that you have got safe back. With regard to the claim for Commission, I have thought much over

it, and have arrived at the conclusion that I ought to take the entire responsibility of the transaction, as you seem to have acted on my telegraphs. I am prepared therefore to go to arbitration on the claim, as in no case in my judgment, ought the Public to be called upon to pay it. No one was authorized by Government to employ an Agent, and if any one has committed an error, he must suffer for his blunder.

Believe me,
Faithfully yours,

(Signed,) F. HINCKS.

Honorable JOHN YOUNG, M.P.

(Copy.)

MONTREAL, 9th March, 1854.

My dear Sir,—I regret I did not see you on your way to England. I duly received your note of the 19th ultimo. You are quite mistaken as to the orders for purchasing the lands, Seminary and Nuns having wholly come from you, or that such orders were not known by the Executive Council. The plans of the lands which I sent to Quebec, came back to me under the seal of the Executive Council, and as you will see, are referred to by Mr. Taché, in his letters, as having been in Council. I think therefore that you will wholly agree with me, when you look over the Correspondence, that I am right.

As to any blunder or mistake made by you, I beg to say that you are wrong in supposing, that I would for one moment, entertain a claim against you individually, I believe my claim a just one against the Provincial Government, and if they say no, then in that case, all I ask is, that I shall have an arbitration appointed to decide who is right or who is wrong.

I only wrote to you on the subject, not because you were the party who telegraphed to me to purchase, but because I knew you to be a man of business, and upon whose judgment in such a matter, I was quite willing to rely.

Yours, very truly,

(Signed,) JOHN YOUNG.

Honorable F. HINCKS,
London.

No. 6.

(Copy.)

MONTREAL, 16th June, 1853.

Sir,—I have the honor to report that in accordance with your instructions of the 5th ultimo, I have made a very careful Survey and admeasurement of the

various properties about being acquired by the Provincial Government at Point St. Charles in this City, from the Ladies of the Grey Nunnery, the Ladies of the Hotel Dieu, and the Gentlemen of the Seminary of Montreal, and enclose herewith a Tabular Statement (No. 1) of the superficial contents thereof. In the progress of this service, it became necessary to define the boundaries next the River St. Lawrence, and after learning your views thereon, I addressed a communication (No. 2) to the Ladies of the Grey Nunnery and the Hotel Dieu Nunnery, from whom I have received the replies enclosed, (3 and 4,) the purport of these replies, not as I believe coinciding with your views. I am compelled to refer this point for further instructions as to the opinion of Government with reference to the limits of these properties next to the waters of the River St. Lawrence, by which they are bounded in the Titles of Concession, from which according to Law, a Beach road has to be permitted, but as stated by the advisers of these Ladies, only as a servitude rent as *en droit de fond*.

The quantities returned in the above-named Statement, are computed to the water's edge, on the 9th instant, at which time the waters of the St. Lawrence were high. The extent of ground included is in accordance with the limits explained to me by the Honorable Mr. Killaly, deducting such portions as are in the hands of private individuals. The Seminary and Hotel Dieu state that the limits were understood to extend to St. Etienne Street, in place of St. Columban Street. I have therefore returned the Statement of those two Blocks on the Plan, but the calculations can easily be corrected to the line of demarkation, that shall be determined upon. In the meantime I have placed booms only at such of the boundary limits as cannot be effected by the determination of the above question, and shall hold myself in readiness to close the operations and *proceeds verbaux* thereof, immediately on the receipt of sufficient instructions.

I have the honor to remain,

Sir,

Your obedient Servant,

(Signed,) JOHN OSTELL,
Provincial Surveyor.

To the Honorable JOHN YOUNG,
&c., &c., &c.

No. 1.

(Copy.)

SUMMARY of AREAS of the different PROPERTIES proposed to be acquired by the PROVINCIAL GOVERNMENT, in the vicinity of POINT ST. CHARLES, MONTREAL.

GREY NUNNERY.	ARPENTS.	PERCHES.	ARPENTS.	PERCHES.
The piece or parcel of Land bounded by St. Etienne Street, the Hotel Dieu Nunnery, and the River St. Lawrence, containing an area of Computed to water's edge of 9th June instant.	32	27½		
HOTEL DIEU NUNNERY.				
The piece or parcel of Land bounded by the Grey Nunnery, St Columban Street, the Seminary of Montreal, St. Charles or New Street, Mill Street, the Government Property, (formerly the Common) and the River St. Lawrence, containing an area of Computed to water's edge, of 9th June, instant.	26	29½	58	57½
SEMINARY OF MONTREAL.				
The piece or parcel of Land bounded by Wellington Street, St. Columban Street, the Hotel Dieu Nunnery, and the remaining lands belonging to Government, containing an area of	15	77½		
The piece or parcel of Land bounded by Wellington, St. Bridget, St. Patrick, and St. Columban Streets, containing an area of 1 5½ Deduction of lots Nos. 424, 425, 426, 427, and 428, coloured green on plan..... 0 52	0	58½		
The piece or parcel of Land bounded by north side of St. Bridget Street, centre of Canal Street, and by Wellington Street, containing an area of	2	52½		
The piece or parcel of Land bounded by St. Patrick Street, north side of St. Bridget Street, centre of Canal Street, and St. Columban Street, containing an area of.....	2	18½		
NORTH SIDE LACHINE CANAL.				
The piece or parcel of land bounded by Richmond Street, to the South-east and North-east, by the Lachine Canal Property, and to the North-west, by William Street, containing an area of..... 22 4 Deduction of Lots Nos. 183, 184, 185, 186, 195, 196, 230, 231, colored green on plan..... 1 16½	20	87½	41	84½
Total			100	41½

(Signed,)

JOHN OSTELL,
Povincial Surveyor.

No. 2.

(Copy.)

MONTREAL, 23rd May, 1853.

I beg to inform you that I have been instructed by the Honorable John Young to survey and admeasure the extent of ground purchased from you in the vicini-

ty of Point St. Charles; in order to complete my operations it will be necessary to define the limits along the banks of the river St. Lawrence.

I have therefore to request that you will at once communicate to me your views with reference to this limit.

I have the honor to remain,
Your obedient Servant,

(Signed,) JNO. OSTELL,
Provincial Surveyor.

The LADIES OF THE GREY NUNNERY, and
GEORGE WEEKS, Esquire, &c., &c., Agent,
Ladies' Hotel Dieu Nunnery,
Montreal.

No. 3.

[*Translation.*]

GENERAL HOSPITAL, MONTREAL,
25th May, 1853.

Sir,—Having consulted Mr. Pelletier with reference to the boundaries of the tract of land at Point St. Charles, this gentleman gives, as his opinion, that it should be measured at the mean water level; under these circumstances, as you stated this morning, your operation cannot at present take place.

I have the honor to be, Sir,
Your obedient Servant,

(Signed,) SISTER N. R. COULTEE,
Sup.

No. 4.

(Copy.)

MONTREAL, 25th May, 1853.

Sir,—In answer to your letter of the 23rd, having reference to the Survey and admeasurement of the ground purchased by Government from the Ladies of the Hotel Dieu, at Point St. Charles, and requesting my views, as to how the limits along the banks of the River St. Lawrence should be defined, I beg to state that the medium between high and low water mark is considered, as the line to be adopted in the present case.

I have the honor to remain,
Sir,
Your obedient Servant,

(Signed,) GEORGE WEEKS,
Agent for Ladies of the Hotel Dieu.

JOHN OSTELL, Esquire.

No. 7.

PROVINCE OF CANADA.

MONTREAL, 20th June, 1853.

The Honorable JOHN YOUNG, Petitioner.

and

The Honorable J. CHABOT, *et al.*,
Commissioner of Public Works.

List of Exhibits, forwarded by the Honorable John Young, with his Petitions to Commissioners of Public Works:—

- A. Petition signed by A. & G. Robertson.
- B. Petition signed by Petitioner.
- C. Copies of the following Documents, Letters and Telegraphs, relating to Claim, to wit:—
 1. Letter dated Public Works, Quebec, 26th January, 1853, from Thomas A. Begly, Secretary, to Petitioner.
 2. Letter dated Montreal, 29th January, 1853, from Petitioner to Thomas A. Begly, Esquire, Secretary.
 3. Letter from said Begly to Petitioner, 1st February, 1853.
 4. Petitioner's Letter, dated Montreal, 21st April, 1853, to the Honorable Francis Hincks.
 5. Petitioner's Letter to the Honorable J. Chabot, 21st April, 1853.
 6. Telegraph, 25th April, 1853, from Honorable F. Hincks to Petitioner.
 7. do from do to do, 28th April, 1853.
 8. do from Petitioner, to Honorable F. Hincks, 29th April, 1853.
 9. do from Honorable F. Hincks to Petitioner, 29th April, 1853.
 10. do from Honorable H. H. Killaly to Petitioner, 30th April, 1853.
 11. Letter from do do to do, dated 30th April.
 12. do from Petitioner to Honorable E. P. Taché, dated Montreal, 6th May, 1853.
 13. do from Honorable E. P. Taché to Petitioner, dated Quebec, 7th May, 1853.
 14. do from Petitioner to Honorable E. P. Taché, dated Montreal, 21st June, 1853.
 15. do from Honorable E. P. Taché to Petitioner, dated Quebec, 25th June, 1853.
 16. do from do do to do, dated do, 14th July, 1853.
 17. do from Petitioner to Honorable E. P. Taché, dated Montreal, 15th July, 1853.
 18. do from Honorable E. P. Taché to Petitioner, dated Quebec, 6th August, 1853.
 20. do from Thomas A. Begly, Secretary, to Petitioner, dated Public Works, Quebec, 13th August, 1853.
 21. do from do do, do, to do, dated 15th August, 1853.
 22. do from Petitioner to Thomas A. Begly, Esquire, dated Montreal, 16th August, 1853.

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23. do from Petitioner to Honorable J. Chabot, dated Montreal, 20th August, 1853.
24. do from Thomas A. Begly, Esquire, to Petitioner, dated Quebec, 20th August, 1853.
25. do from Petitioner to Thomas A. Begly, dated Montreal, 22nd August, 1853.
26. do from Petitioner to Honorable J. Chabot, Montreal, 7th October, 1853.
27. do from Thomas A. Begly to Petitioner, dated Quebec, 7th October, 1853.
28. do from Petitioner to Thomas A. Begly, dated Montreal, 8th October, 1853.
29. do from do to Honorable F. Hincks, dated Montreal, 12th October, 1853.
30. do from do to do J. Chabot, dated Montreal, 7th December, 1853.
31. do from Thomas A. Begly to Petitioner, dated Quebec, 13th December, 1853.
32. do from Petitioner to Thomas A. Begly, dated Montreal, 23rd December, 1853.
33. do from do to Honorable F. Hincks, dated Montreal, 3rd January, 1854.
34. do from Honorable F. Hincks to Petitioner, dated Donegana's Hotel, 19th February, 1854.
35. do from Petitioner to Honorable F. Hincks, dated Montreal, 9th March, 1854.

D. Copies of the following Documents, &c. :—

36. Letter from John Ostell to Petitioner, with Report, dated 16th June, 1853, with details of the measurements of properties acquired from Grey Nuns, Hotel Dieu and Seminary.
37. do from John Ostell to Grey Nuns, to George Weeks, Agent, for Hotel Dieu.
38. do from Sister Coutlée, Superieur, General Hospital, to J. Ostell, dated 25th May, 1853.
39. do from G. Weeks, Agent, to ditto, dated 25th May, 1853.
40. Statement of Claim of £1184.

See Deeds of Sale, of 23rd August, 1853, from the Seminary, Hotel Dieu, to Government. Doucet, N.P.

(Signed) A. & G. ROBERTSON,
Attorney for Petitioner.

No. 8.

(Copy.)

MONTREAL, 3rd July, 1854.

Sir,—We beg herewith to transmit you the Petitions of Honorable J. Young, A & B, with copies of Correspondence, Telegraphs, Reports, &c., relative thereto, and

tendering to support his claim for compensation against the Department, for Services rendered. We are authorized on his behalf to agree to Arbitrators, under the 16th Vic., cap. 160, or to have Arbitrators in any way that may be agreed on. He is desirous of having a determination from the Arbitrators recognized by Law, unless the Commissioners prefer other Arbitrators.

We are your obedient Servants,

(Signed,) A. & G. ROBERTSON,
Attorneys for Honorable J. Young.

The Honorable J. CHABOT and
H. H. KILLALY,
Commissioners of Public Works.

No. 9.

(Copy.)

PUBLIC WORKS, Quebec, 26th January, 1853.

Sir,—A communication has been received this day from the Honorable Inspector General, referring to a letter lately addressed to him by you, in which you say, "all this land (Nun's and Seminary land) I have now under offer to the Government, obtained from them when I was in the Ministry."

As the Inspector General has called on this Department for the offer alluded to in your letter, as above, and there being nothing in this office on record, respecting it, I am directed to request that you will be so good as to transmit it at your early convenience, if it was in writing; otherwise, that you will furnish any information in your power upon it, particularly as to the extent and position of the property, the rates and conditions upon which it was offered for sale, and the particular purpose for which you deemed it advisable to obtain it.

I have the honor to be, Sir,
Your obedient Servant,

(Signed,) THOMAS A. BEGLY,
Secretary.

The Honorable JOHN YOUNG,
Montreal.

No. 10.

(Copy.)

PUBLIC WORKS,
Quebec, 1st February, 1853.

Sir,—I am directed to express the thanks of the Commissioners for the Documents transmitted by you, connected with lands to be procured from the Semi-

nary and other proprietors, at the Lachine Canal, and I have to inform you that the subject will receive immediate attention.

I have the honor to be,

Sir,

Your obedient Servant,

(Signed,) THOMAS A. BEGLY,
Secretary.

The Honorable JOHN YOUNG,
Montreal.

No. 11.

(Copy.)

PUBLIC WORKS.

QUEBEC, 13th August, 1853.

Sir,—With reference to your letter of the fifth instant, addressed to the Honorable E. P. Taché, by whom it has been transferred to this Office, I am directed to inform you that the measurement of the land purchased from the “Grey Nuns” at Point St. Charles, is to be made in conformity with the opinion of the Honorable Mr. Lafontaine, (enclosed with your letter as above,) that is to say, the point of commencement is to be at the average Summer water-line of the River St. Lawrence.

Instructions on the subject have this day been sent to Mr. Ostell, with whom you will be so good as to communicate.

I have the honor to be,

Sir,

Your obedient Servant,

(Signed,) THOMAS A. BEGLY,
Secretary.

To Honorable JOHN YOUNG,
Montreal.

No. 12.

(Copy.)

PUBLIC WORKS,

Quebec, 15th August, 1853.

Sir,—Mr. Ostell has been instructed to prepare without delay the necessary diagrams and *procès verbaux* of the portions of the land lately taken from the Seminary, from the Ladies of the “Hotel Dieu” and from the “Sœurs Grises,” respectively, and when prepared to hand them to you, when the Commissioners request that you will be so good as to have the matter closed.

It is considered desirable to have the portion taken from the "Scours Grises," for the purpose of the Railroad, deeded direct from those Ladies to the Railway Company, an arrangement to which it is presumed the ladies will not object.

I have the honor to be, Sir,
Your obedient Servant,

(Signed,) THOMAS A. BEGLY,
Secretary.

The Honorable JOHN YOUNG,
Montreal,

No. 13.

(Copy.)

PUBLIC WORKS,

Quebec, 20th August, 1853.

Sir,—I enclose to you herewith, a Certificate for £100, together with a receipt, to enable you to pay the Honorable L. H. Lafontaine, for a professional opinion, given by him respecting right of certain proprietors at the Lachine Canal.

The other Accounts mentioned in your letter of the 16th instant, will be paid upon being sent in.

I have the honor to be,
Sir,
Your obedient Servant,

(Signed,) THOMAS A. BEGLY,
Secretary.

The Honorable JOHN YOUNG,
Montreal.

No. 14.

(Copy.)

PUBLIC WORKS, Quebec, 7th October, 1853.

Sir,—The Seminary of Montreal have applied to this Department to have the St. Patrick Street Road macadamized, alleging that there exists an understanding to that effect, but there being no record of this in the office, the Commissioners will thank you to inform them whether in your negotiation with the Seminary for lands, you had promised them that the Road in question should be macadamized.

I have the honor to be, Sir,
Your obedient Servant,

(Signed,) THOMAS A. BEGLY,
Secretary.

The Honorable JOHN YOUNG,
Montreal.

No. 15.

(Copy.)

PUBLIC WORKS,

Quebec, 13th December, 1853.

Sir,—I am desired to acknowledge the receipt of your letter of the 7th instant, enclosing a duplicate of your account for Commission, claimed by you upon purchase of certain lands at the Lachine Canal, and to inform that the Commissioners cannot entertain your Claim

I have the honor to be,

Sir,

Your obedient Servant,

(Signed,) THOMAS A. BEGLY,
Secretary.

The Honorable JOHN YOUNG,
Montreal.

No. 16.

(Copy.)

MONTREAL, 29th January, 1853.

Sir,—I am in receipt this morning of your favour of 26th instant, in which you give an extract of a letter sent by me to the Inspector General, and I cheerfully give my views as to the land referred to.

I hold very strong opinions as to the necessity that will in less than ten years exist for more space than there is now, for docks at the Lachine Canal, below the St. Gabriel Lock; under this impression, and under a belief also, that much of the space now lying vacant between the St. Lawrence and on a line with St. Gabriel Lock should be secured for Government purposes, or for Railroad Companies in which Government are interested, I secured the enclosed offers from the Hotel Dieu and the Grey Nuns, these you will observe have expired, but I could get them renewed if the Government deem it desirable, and I think at a little less rate, I could also get the quantity increased.

Besides these offers I got an offer of about twenty-five acres, at £250 per acre, as President of the Montreal and Kingston Railroad Company, from the Gentlemen of the Seminary, extending from Richmond Street along the Canal bank on the north side to Mountain Street. This has also expired but I think could be renewed, and this land is very valuable for Canal purposes. The offer with the Map of it, I have handed over to Mr. Holton, on my resignation of the office of President of the Montreal and Kingston Company, but I shall get it on Mr. Holton's return and send it also to you. If the Government wish me to buy these lands I shall gladly act for them.

These offers were never handed over to the Government, I had no authority to get the offers, and after obtaining them finding that my views for the purchase of the lands were not concurred in, I allowed them to expire.

There is not one-fifth part of the accommodation around the Canal which its commerce will require in ten years; that accommodation must be obtained when wanted, land for this purpose is limited, and is rapidly augmenting in value. If

I can be of any service, or can give you any further information, please advise me.

(Signed,) JOHN YOUNG.

To T. A. BEGLY, Esquire,
Secretary, Board of Works,
Quebec.

No. 17.

(Copy.)

MONTREAL, 16th August, 1853.

Sir,—The enclosed Account and Note has been handed to me, and I send the same to you for instruction.

I do not think the amount charged is more than such an eminent counsel as Mr. Lafontaine, should charge for an opinion in such an important question.

Waiting your Reply,
I am Sir,
Your obedient Servant,

(Signed,) JOHN YOUNG.

T. A. BEGLY, Esquire.

There are some other Accounts due, which I shall have to send you.
(Signed,) J. Y.

No. 18.

(Copy.)

MONTREAL, 22nd August, 1853.

Sir,—I am in receipt of your's of 20th ultimo, with Certificate for £100, for the Honorable L. H. Lafontaine, which I sent to him. I have arranged with the Seminary and Hotel Dieu, to pay one-half of the cost of this Opinion.

Yours respectfully,

(Signed,) JOHN YOUNG.

THOMAS A. BEGLY, Esquire,
Quebec.

No. 19.

(Copy.)

MONTREAL, 8th October, 1853.

Sir,—Your's of the 7th is received, asking me if in purchasing lands from the Seminary, there was any stipulation, respecting the improvement of St. Patrick Street.

In reply I beg to say, that there was no such Stipulation, nor was the improvement of St. Patrick Street in any way mixed up, with the purchase made by me of lands.

I think the claim of the Seminary stands thus:—Under some old agreement, consequent on the purchase of land for widening the Canal, the Government was bound to open and make a road adjoining the Canal. When the water-power at St. Gabriel Lock was sold, it was found that Street, (St. Patrick,) in rear of the first Street proposed on the Canal, would be more convenient for general interests, and it was agreed between the Seminary and the Government, that St. Patrick Street should be opened out and improved, instead of a street on the Canal Bank. It was so opened by Government, but has never been macadamized, and of course is useless till that is done; although I have along understood that first McDonald and then Page had received orders to have it finished.

Yours, very respectfully,
(Signed,) JOHN YOUNG.

THOMAS A. BEGLY, Esquire,
Secretary, Public Works Department,
Quebec.

No. 20.

(Copy.)

MONTREAL, 23rd December, 1853.

Sir,—Absence from the city has prevented a prompt acknowledgment of your letter of the 15th instant, wherein I am informed that the Commissioners of Public Works “cannot entertain my claim for commission for purchasing certain lands on Point St. Charles, and adjoining the Lachine Canal.”

As I can shew to the Commissioners that in the purchase of the lands referred to, I acted under instructions from the Inspector General, received by telegraph, and in getting the lands under offer, at rates corresponding to a previous offer of the same lands, the term of which had expired, I acted under the verbal authority of the Chief Commissioner, and as I shall have no difficulty in satisfying the Commissioners, by giving the evidence of the Ladies of the Grey Nunnery, Hotel Dieu, and of the Reverend Mr. Couste, of the Seminary, of some of the above facts, and that the negotiation cost me a vast deal of trouble and time, I trust that the Commissioners will feel it due themselves and to me, to state upon what grounds my claim for my services “cannot be entertained.”

In no instance has my judgment and experience as a Merchant, been of more value than in the purchase of the lands referred to, and I cannot believe, that the Government will desire to avail themselves of that experience and time upon any different terms than those which my private Correspondents cheerfully give me.

I have the honor to be, Sir,
Your obedient Servant,

(Signed,) JOHN YOUNG.

P.S.—If the Commissioners desire it, I shall send copies of all the telegraphs and letters in my possession on the above matter.

(Signed,) J. Y.

THOMAS A. BEGLY, Esquire,
Secretary.

No. 21.

(Copy.)

MONTREAL, 21st April, 1853.

Dear Sir,—Please do not forget that the offers of land from the Seminary, extends only to the 1st of May. I go to New York early next week, and if Government decide, I can arrange the purchase for them before I go.

I am, dear Sir,
Your most obedient Servant,

(Signed,) JOHN YOUNG,

Honorable J. CHABOT,
Quebec.

No. 22.

(Copy.)

MONTREAL, 20th August, 1853.

Sir,—I beg to inform you that the deeds of the land purchased from the Seminary, Hotel Dieu and Ladies of the Grey Nunnery, are now made out, and Mr. Doucet the Notary, proceeds along with Mr. Weeks, who acts for the Ladies of the Hotel Dieu and Grey Nunnery, this evening to Quebec. The Deeds so far as appertains to price of land and quantity are all correct. The terms of payment you can arrange, but there is a difference between the Ladies of the Nunnery and myself, in which difference the Honorable Mr. Taché, I understand, agrees with me. The Ladies of the Nunneries wish the Government to include in the quantity of land bought, the space which may be found on St. Etienne Street, while I hold that the Government are only bound and never agreed to do more than make the Street, but the land was to be given for the Street by the Ladies of the Hotel Dieu and Grey Nunnery. It was never intended by me, and Mr. Taché I am sure, will agree with me, that the Government was to pay for land which was to become a public Street, benefitting lands adjoining Government far more than it did the Government. The Seminary do not make any such claim. Hoping you will find the Deeds and plans in order,

I have the honor to be,
Sir,
Your obedient Servant,

(Signed,) JOHN YOUNG.

To Honorable J. CHABOT,
Chief Commissioner, Quebec.

No. 23.

(Copy.)

MONTREAL, 7th October, 1853.

Sir,—Having been authorized by the Provincial Government to negotiate for and purchase certain tracts of land near this City, from the Hotel Dieu, the Seminary, and the Grey Nuns, and having had deeds prepared for the same, and measurements made thereof, I beg to wait upon you with my account, amounting to £1,184 0s. 0d., and in doing so, beg also to state, that my Commission of $2\frac{1}{2}$ per cent. on the amount purchased, is the rate which has been allowed to me for effecting similar transactions.

I have the honor to be, Sir,
Your obedient Servant,

(Signed,) JOHN YOUNG.

To the Honorable J. CHABOT,
Chief Commissioner of Public Works,
Quebec.

No. 24.

(Copy.)

MONTREAL, 7th December, 1853.

Sir,—I beg to enclose duplicate of your Account, and of a letter which I had the honor to address to you on the 7th of October last, to which I respectfully represent I have not received any acknowledgment.

I have understood that James Hodges, Esquire, of the Grand Trunk Railway Company, will assume the purchase of the lot of acres on the Point St. Charles, and if it makes no difference to you, I shall charge that gentleman with my Commission, on that part of the land originally bought by me for the Government, in which case my account against your Department be £844, as per memorandum, at foot of account herewith.

As I mentioned in my previous letter, I have charged the same commission, as I have charged in similar transactions, for private parties, and should you have any hesitation in paying the demand I make, and to which I think I am justly entitled, I am quite willing to leave my view of the matter to be decided by any three business men whom you may name, or I shall leave to Arbitration, one party to be chosen by you, another by me, and an umpire by said two. The purchase of this land has been a very fortunate one, as it could be sold to-day for some forty per cent. more than it cost, and the negotiation, survey and settlements, cost me a great deal of time and labor. Respectfully requesting your attention to the matter,

I am Sir,
Your obedient Servant,

(Signed,) JOHN YOUNG.

The Honorable J. CHABOT,
Chief Commissioner, Public Works.

No. 25.

(Copy.)

MONTREAL, 21st April, 1853.

My dear Sir,—If you can get leisure, please say on whom I shall draw for £24 18s. the amount disbursed for Bridge Bill going through House.

Dont forget that the offers of land extend only to the 1st of May, I leave for New York next week; if Government decide on buying land let me know, as I can close before I go.

I am, my dear Sir,
Yours respectfully,

(Signed,) JOHN YOUNG.

Honorable F. HINCKS,
Quebec.

No. 26.

(Copy.)

MONTREAL, 3rd January, 1854.

My dear Hincks,—I send you copies of all the letters I have written on the subject of the land purchase, and copies also of all the Telegraphs, received. As I place great weight on your opinion as a man of business, I beg you will, before deciding on the merits of this matter, give it your attention, and I shall feel obliged, if you will give me some reason for differing with me in my view of the case.

I left the Government in September. In January following, I wrote you a private letter about things in general, and alluded strongly to the impolicy of Government in not securing sufficient land around the Lachine Canal, when there was yet time. On receipt of this letter, it appears you went over to the Department of Public Works, and gave the Secretary a copy of that part relating to land, as the Secretary wrote me on the 26th, and I replied on the 29th January, as per paper No. 1, now herewith, read this. You will see that the only offers I obtained while in Government, were from the Grey Nuns and Hotel Dieu. The offers from the Seminary were made to me before I joined the Government, and while I was acting for the Montreal and Kingston Railroad Company, so that if you object to my commission, on the ground that it was when I was in Government, that the offers from the Grey Nuns and Hotel Dieu were made, no such objection can be made as to the Seminary offer. Please observe that all the offers had expired for some months, when I wrote in January. I received verbal instructions from both you and Mr. Chabot to get the lands under offer again if possible. This I did with great difficulty, especially from the Seminary: The offers were open to the 1st of May. On the 21st April, No. 2 and 3, I wrote you and Mr. Chabot, reminding you that the offers were only open to 1st May, by which it is evident I was superintending and negotiating the purchase. This is confirmed by you Telegraphing me as follows, on the 25th April:—"All the properties will be taken. Order in Council in a day or two, but agreed. Can you act on this? If so, act at once."

Well, I did act on this by seeing the Grey Nuns, Hotel Dieu, and the Seminary, and accepting their offers, leaving details to be afterwards arranged. On

the 28th April, you again Telegraph:—"I hope to send you full authority to-morrow evening"; on the 29th you Telegraph:—"Have no doubt full power will go to you by this mail, so make all your arrangements."

On same day you again write by Telegraph:—

"Taché goes up this evening—he will be at Donegana's—has full power—wants you to meet him and help him."

On the 30th, I received the following Telegraph from H. H. Killaly:—

"Order made for purchase of lands, but land we want extends to one Street more west than that stated in the Nuns' offer. I send a Map to-day of what we want. Instruct Ostell what to do." By the letter herewith, you will observe that the Department of Public Works uniformly recognize me as the party having full power to direct every thing connected with the negotiation. Mr. Ostell got all his instructions from me about Surveys. The boundary gave a great deal of trouble. The question was referred to Lafontaine. A dispute arose about including Street in Survey. This would have been carried but for me, and the mere cost of this saving would alone amount to the value of my commission. If it was not the intention of you and the Board of Works to pay me, surely you might not have employed me, or made use of my services. I believe my services and advice in this matter have been most valuable to the Government, and I beg of you to have the matter put in such a position, that I may be relieved as soon as possible, (either by leaving the question to arbitration or otherwise) from the imputation of having preferred an account to which I am not justly entitled.

(Signed,) JOHN YOUNG.

Honorable F. HINCKS,
Quebec.

No. 27.

(Confidential.)

MONTREAL, 12th October, 1853.

My dear Hincks,—Yours of 10th received. I do not think you can be aware of the facts of the case about which you write, else I think you would come to a different conclusion.

In January, 1852, without any authority to do so, but as head of a Department, I got placed under offer from the Hotel Dieu, Seminary and Grey Nuns, certain portions of land which I deemed desirable to obtain for the public interests, which offers remained open to 1st August. Before the expiration of the offers, I gave my colleagues my views as strongly as I could of the necessity of acquiring these lands. They did not agree with me and the offers expired. I left the Government in September, 1852. In January, 1853, in a private letter to you, I again urged the importance of acquiring these lands, and stated that when I was in Government, I had the whole under offer. You gave a copy of that part of my letter to the Public Works Department, who gave me an extract asking where these offers were, and asking me my views respecting the acquisition of these lands. I at once sent the offers, all of which had expired to the Department, stating that I thought I could by good management get them again under offer. I was told to try to do so, by you and Mr. Chabot, verbally. I

went to Montreal, and after a great deal of trouble, succeeded in getting the whole under offer, up to the 1st May last, although one part of 27 acres, had in the interim, advanced in value, £150 per acre, and is now worth that over and above the price paid. Personally, and by letter to you and Mr. Chabot, I urged the importance of purchasing this land, I had plans of it made out by instructions from the Public Works, and acknowledgments officially made of those plans. From you I have a Telegraph, telling me to purchase and conclude finally all arrangements, that the order would pass that day. Next day, 27th April, you telegraphed me that Taché was coming up to see him and assist him. He did come, but the arrangement and negotiation had been completed, as I can show, before he came, and in accordance with your instructions, the previous day. I was ordered to see the plans completed; the Deeds made; the measurements and boundaries adjusted, and when completed, I advised the Board of Works of having done so, with my objections to the measurement of a Street being included, which objections were successful. (I thus saved about £2500.) I was regularly employed. I went through a great deal of work, spent a great deal of time. I never received any intimation that I was not to be paid for my labor. Now, I am a Commission Merchant, and no one that employs me but is willing to pay me for my labor, and no one ever asks me to work for nothing. I believe I have skilfully conducted the whole negotiation for the purchase and completion of purchase of this land. I believe I have well-earned the Commission I charge, and believing that the Provincial Government will not ask me to do that which dealers all over the country never do, I shall never shrink from urging the payment of the account I have sent in. If I have been unfaithful in the discharge of my trust, or have not conducted the matter with judgment, then that would be a different matter with me; or again, if one, two or three men of business, the whole appointed by Government, say that I am not entitled to the amount, or any part of the account sent in, then, in such an event, I shall consider the account cancelled; but without some such decision, I shall claim it, and I am not ashamed that the Parliament and the country should know and investigate the whole matter. My time and experience is now valuable to me, and no one, Government or individual, can or ought to ask for my services without paying me; as well might you ask Glyn, Halifax & Co., or the Barings, (and I claim to stand equally with them, (although far less eminent as a Merchant,) to act as Agents for the Government, without payment. I have stated this case to Holton, Galt, and two other parties, and they express themselves decidedly as to the perfect right of my claim. These being my views, I think the better way will be to let the whole matter come from the Department of Public Works. I mentioned the subject to you that you might understand it, but would not on any account wish you to give your sanction, unless you thought my claim right. This I am willing to leave to the decision of others, and if refused, then I shall take the matter into further consideration.

Yours, very truly,

(Signed,) JOHN YOUNG.

To Honorable FRANCIS HINOKS,
Quebec.

No. 28.

[Copy of Telegraphs referring to purchase of Land for Government.]

MONTREAL, 25th April, 1853.

By Telegraph from Quebec.

All the properties will be taken. Order in Council in a day or two, but agreed to. Can you act on this?

F. HINCKS.

To Honorable JOHN YOUNG.

MONTREAL, 28th April, 1853.

By Telegraph from Quebec.

Can you explain how the difference in price arose from your old proposition? There is a difference of about Ten thousand pounds, which causes dissatisfaction. I hope to send authority to-morrow evening.

F. HINCKS.

To Honorable JOHN YOUNG.

MONTREAL, 29th April, 1853.

By Telegraph from Quebec.

Have no doubt full power to you to close will go by this day's mail, and make all your arrangements accordingly.

F. HINCKS.

To Honorable JOHN YOUNG.

MONTREAL, 29th April, 1853.

By Telegraph from Quebec.

Taché goes up this evening. He will be at Donegana's. He has full power. He wants you to meet and help him. Watch for him.

F. HINCKS.

To Honorable JOHN YOUNG.

MONTREAL, 30th April, 1853.

By Telegraph from Quebec.

Order made for purchase of the lands, but the land we want extends to one street more west, than that stated in Weeks' offer. I send a map to-day of what we want taken. See Taché. I have telegraphed him, but he may not get it.

H. H. KILLALY.

To Honorable JOHN YOUNG.

No. 29.

(Copy.)

30th April,

My dear Sir,—The order for the purchase of the lands from the Seminary, the Scours Grises and the Hotel Dieu Nuns, is made at the 11th hour. But on referring to this Office, they only say the land East of St. Bridges Street, whereas what was marked, was all East of St. Columban Street. Again, in the land South of the Canal of the Seminary, the two prices marked in accompanying sketch, XX, are omitted, which with that marked O, and the allowance for Street between, should all be taken, and in the purchase, care should be taken that St. Bridget Street is included in it, so that it may be shut up, as should also the Street at back (West) of Tate's property.

I have this moment heard that Colonel Taché has gone up on the subject. I fear some mistake will be made. I trust you will arrange for the land as per accompanying sketch on South side. On North side there can be no mistake.

Yours in haste,

(Signed,) H. H. KILLALY.

To Honorable JOHN YOUNG.

No. 30.

(Copy.)

QUEBEC, 14th July, 1853.

My dear Sir,—I have this instant, on the eve of my departure for St. Thomas, received your letter, dated 13th, which gives me an opportunity to reply, as follows:—It is a settled affair that the Government take the land up to St. Etienne Street, and the Deeds can now be prepared if you are certain as to the precise extent of the different portions belonging to the respective parties. Chabot has been sick, and this has been the cause of the delay. He is now better, and Mr. Doucet might be requested to draw out his drafts of the Deeds of Sale. I have spoken to Begly about Mr. Doucet, and he tells me he is the Notary which the Office employs.

The Chief Justice died this morning; this is another trouble. May God have pity on responsible persons.

Ever yours,

(Signed,) E. P. TACHÉ.

The Honorable JOHN YOUNG,
Montreal.

No. 31.

(Copy.)

MONTREAL, 15th July, 1853.

My dear Sir,—I have heard nothing from you since your valued favor of the 25th June, respecting the final completion of the Deeds to the Hotel Dieu, the Seminary and Grey Nuns. The difference about measurement is arranged, and if you will say how much the Government is to take, that is if St. Etienne Street is to be the boundary throughout, then I shall give directions to have the Deeds prepared, as I understand the agreement, and when prepared sent to the Board of Works for examination, and if correct, the transaction may be soon completed.

Yours, respectfully,

(Signed,) JOHN YOUNG.

Honorable E. P. TACHÉ,
Quebec.

No. 32.

(Copy.)

MONTREAL, 21st June, 1853.

Sir,—As you are aware of the arrangements made by me respecting the purchase of lands from the Seminary, the Hotel Dieu, and the Ladies of the Grey Nunnery. I address you on the subject, rather than the Department of Public Works, and if my views are concurred in by you, I beg you will place the whole matter before that Department.

By Mr. Ostell's letter, dated the _____, you will observe that I do not quite agree with him as to the public boundary at the River, but as the Honorable Mr. Lafontaine has lately had the matter under his special attention, I have referred Mr. Ostell to him for his opinion, as to which is the true boundary, and I shall be governed accordingly. At one time the Ladies of the Hotel Dieu thought they had a right to the vacant space marked XX, in pencil, but after consultation with the Reverend Mr. Coute they abandoned any claim they had to it. You will notice that Mr. Ostell in his Survey, makes St. Etienne Street the boundary for the Grey Nuns' property, as well as that of the Hotel Dieu and Seminary. This is not in accordance with the plan you returned to me, so far as the Hotel Dieu and Seminary property is concerned; but, both the Hotel Dieu agent, and Mr. Coute for the Seminary say, that but for the line of St. Etienne Street being taken, their price would have been higher; and I feel bound to say,

that I understood that the St. Etienne line was to be taken. I believe that the Seminary would rather the Government would not now take it, but the Hotel Dieu insist on theirs being taken, and under the circumstances, I would advise compliance with their wishes, especially as I believe the Grand Trunk Railway Company will require the adjoining property.

Should you therefore agree that St. Etienne Street should be the line, and Mr. Lafontaine decide with Mr. Ostell as to the boundary on the River, then there is nothing to be done except making out the Deeds, which, if you choose, I can have prepared and sent to you, or rather to the Department of Public Works, for examination, and if found correct the Deeds can be returned for execution here.

I have the honor to be,
Sir,

Your obedient Servant,

(Signed,) JOHN YOUNG.

Honorable E. P. TACHÉ,
Receiver General, &c., &c.,
Quebec.

No. 33.

(Copy.)

MONTREAL, 6th May, 1853.

My dear Sir,—I yesterday received plan of late purchases from Seminary, Grey Nuns and Hotel Dieu, from the Executive Council Office, but without comment. I presume, however, that the whole of the land up to St. Etienne Street, will be taken by Government; and under this impression, I have set Ostell to work to Survey, place stone boundaries at the several corners of the land bought.

You no doubt are aware that the Crown is entitled to 36 feet above high water mark, all around this Island; and I shall see that no part of this is included in that we pay for.

Yours, respectfully,

(Signed,) JOHN YOUNG.

Honorable Mr. TACHÉ.

If I am wrong in supposing that the whole land is taken, please let me know.

No. 34.

(Copy.)

OFFICE OF THE RECEIVER GENERAL,
Quebec, 25th June, 1853.

My dear Sir,—The absence of the Members of Council is the reason why I have not answered sooner, your letter concerning the purchase of lands from the La-

dies of the Hotel Dieu, nor can I even to day tell you any thing definite, although I am of opinion that the Government will take the land up to St. Etienne Street. However, as regards my explanations with these ladies in your presence it appears to me that they could not have been more explicit in repeating to me twice or thrice to this effect, that "the Government could take if they thought proper, the land extending to St. Etienne Street; but that in case they did not need as far as that point, they should only take as far as St. Bridget Street. These ladies appeared to me when you were present, to acquiesce in my proposition, and I am in truth a little surprised that they should to day raise difficulties; but this does not lead to any consequence, for I repeat that I think the Government will take their land up to the street above-mentioned. As to the lands belonging to the Gentlemen of the Seminary, and the Grey Nuns, it was perfectly understood that the Government purchased to St. Etienne Street.

As soon as it is possible for me to settle this affair, I shall do so without delay, and advise you of it without loss of time.

Believe me with the greatest esteem,
My dear Sir,
Your very obedient Servant,

(Signed) E. P. TACHÉ.

To Honorable JOHN YOUNG,
Montreal.

No. 35.

(Copy.)

MONTREAL, 5th August, 1853.

Sir,—Herewith I beg to hand you the opinion of the Honorable L. H. Lafontaine on the question of right to the beach-lands on Point St. Charles, lately acquired by Government, and shall be glad if you will place the same before the Commissioners of the Board of Works, and ascertain if I shall give directions to Mr. Ostell to have the plans and measurements made in conformity with Mr. Lafontaine's opinions.

I have the honor to be, Sir,
Your obedient Servant,

(Signed) JOHN YOUNG.

To the Honorable E. P. TACHÉ,
Receiver General, &c.,
Quebec.

No. 36.

(Copy.)

QUEBEC, 7th May, 1853.

My dear Sir,—I have received this morning your letter of yesterday's date, relative to the lands which we have acquired from the Seminary, and Ladies of Grey Nunnery, and Hotel Dieu. The reason that I did not write you at the same time that I enclosed you the plans, was, that I had nothing important or new to communicate to you. To day, as you ask me whether you ought to make it end on St. Etienne Street, I make haste to answer in the affirmative.

You have my entire approval on the subject of the reserve to Government above high-water mark; it is very important, and we must not pay for land which is our own property.

Nothing new here. In England our affairs progress marvellously, and our Custom Houses have given me in two weeks, upwards of £36,000.

Are you well? And if anything new presents itself, have the kindness to advise me.

Ever yours,

(Signed,) E. P. TACHÉ.

The Honorable JOHN YOUNG,
Montreal.

No. 37.

(Copy.)

QUEBEC, 6th August, 1853.

My dear Sir,—I have just received the note that you addressed me under yesterday's date, enclosing the opinion of Mr. Lafontaine, with respect to the boundary at the bank of the river, of the land sold to the Government by the "Dames Grises." I am going at once to put this opinion of Mr. Lafontaines in the hands of Mr. Chabot, and shall recommend him to act without delay, for it is quite time that this business should be settled.

Ever yours,

(Signed,) E. P. TACHÉ.

The Honorable JOHN YOUNG,
Montreal.

R E T U R N

To an Address from the Legislative Assembly, of the 26th ultimo; for Statement of certain Moneys in hands of the Prothonotaries and Sheriffs of Montreal and Quebec.

By Command.

GEO. ET. CARTIER,

Secretary.

SECRETARY'S OFFICE,

Quebec, 24th April, 1855.

STATEMENT of the AMOUNT of MONEYS now in the hands of JOHN BOSTON, SHERIFF of the DISTRICT of MONTREAL, also, shewing the Amount now in his hands, ordered to be paid under Judgments of Distribution, and Orders for Moneys rendered in the Superior Court for Lower Canada, but not paid over to the parties collocated, not having been called upon for payment.

NAMES OF PARTIES.	Amount now in the hands of the Sheriff levied under writ of <i>fiats de Terris et de Bonis</i> .		Nature of writ upon which Moneys were levied.		Amount collocated under Judgments of Distribution now in the hands of the Sheriff, unpaid.	Names of the Parties collocated and to whom the amount is due.	REMARKS.
	£	s. d.	£	s. d.			
Richard Latham, Plaintiff; <i>vs.</i> Patrick Kerregan, Defendant	1	4 11	Lands	0 4 3	William McKinstry	No Judgment.	
Alexander F. Sabine, Plaintiff; <i>vs.</i> William Nolan, Defendant			Goods			No Judgment.	
John Boston, <i>et al</i> , Plaintiff; <i>vs.</i> Antoine Proudhomme, Defendant			Lands	11 9 2	To Her Majesty	No Judgment.	
Eugene Peché Plaintiff; <i>vs.</i> Jean Baptiste Le Blanc, Defendant	2	12 4				No Judgment.	
Marie F. Foisy, Plaintiff; <i>vs.</i> Joseph O. Poirer, Defendant	0	12 10	Goods			No Judgment.	
Henry McKay, <i>et usor</i> , Plaintiff; <i>vs.</i> Edward Prendergast, Defendant			Lands	3 18 4	To Jean Chabot & C. Delagrave, Quebec.	No Judgment.	
Sarah Cummins, Plaintiff; <i>vs.</i> Enoch Dickey, Defendant	98	15 11	do				
<i>Carried over</i>	103	6 0		15 11 9			

STATEMENT of the AMOUNT of MONEYS now in the hands of JOHN BOSTON, SHERIFF of the DISTRICT of MONTREAL, &c.—(Continued.)

NAMES OF PARTIES.	Amount now in the hands of the Sheriff levied under writ of fieri facias de Terris et de Bonis.		Nature of writ upon which Moneys were levied.	Amount collocated under Judgments of Distribution now in the hands of the Sheriff, unpaid.		Names of Parties Collocated and to whom the Amount is due.	REMARKS.
	£	s.		£	s.			d.
<i>Brought over</i>	103	6	0	15	11	9	
Honorable G. R. S. DeBeaujeu, Plaintiff; vs. Jean Baptiste Reaume, Defendant.				1	18	7	Due to Defendant
Honorable G. R. S. DeBeaujeu, Plaintiff; vs. Jean Baptiste Belaire, Defendant				14	17	8	Due to the Defendant.
Margaret Finlay, Plaintiff; vs. Guillime C. E. Languedoc, Defendant.				18	15	0	{ Due to the Plaintiff £16 18 6 { Due to the Queen..... 1 16 6
Dame M. G. S. Raymond, Plaintiff; vs. James Fitzgerald, Defendant				1	3	2	Due to the Plaintiff
Alfred Pinsonault, Plaintiff; vs. Jean B. Mailloux, Defendant				4	13	4	Her Majesty the Queen.....
François X. Cadieux, Plaintiff; vs. Narcisse Brunelle, Defendant.				2	0	6	Due to Plaintiff
John L. Thomson, Plaintiff; vs. Louis Bourdon, Defendant.				0	5	10	Due to Wm. Carden of St. Cézaire
Jean Baptiste Mongenach, Plaintiff; vs. Charles Haineault, Defendant.	0	7	3				No Judgment

Pierre Bail, Plaintiff; vs. Jean Baptiste Brodeur, fils, Defendant.				1	14	2	Due to C. A. LeBlanc, Esquire, Atty.
Bridget Drumgold, Plaintiff; vs. Henry Conner, Defendant.				0	12	0	Due the Corporation of Montreal.....
Jules Bertrand, Plaintiff; vs. Pierre Emard, Defendant				2	11	8	To the Plaintiff
Hilaire Cheval, Plaintiff; vs. Joseph Deault, Defendant				4	7	0	To Ouimet & Robineau, Attorneys.....
William Aitkin, Plaintiff; vs. Grisil Thornburn, Defendant.				12	6	2	Due Messrs Crosse & Coffin, Attorneys.
Jean Baptiste Charron, Plaintiff; vs. Severi Campeau, Defendant	9	14	10				No Judgment.
Theodore Davis, Plaintiff; vs. George McConnell, Defendant.	260	12	0				No Judgment.
George B. Hamilton, Plaintiff; vs. Andrew Brand, Defendant	47	3	1				No Judgment.
Pierre R. Malo, Plaintiff; vs. Charles M. Delisle, Defendant.	154	3	2				No Judgment.
Louis Renaud, Plaintiff; vs. Antoine Ethier, Defendant.	12	16	3				No Judgment.
George Ruthman, Plaintiff; vs. James McPhee, Defendant.				9	0	0	Due to Messrs. Cartier & Cartier.....
Francis Brais, Plaintiff; vs. John Monaghan, Defendant				2	8	0	{ Due Holt & Irvine, Quebec...£2 10 0 { Due Charlotte Langan, wife of { G. Forsyth .....£6 10 0
Amos Lay, Plaintiff; vs. Juet Putney, Defendant	28	3	9				Due to Plaintiff
<i>Carried over</i>	617	6	8	92	4	5	No Judgment

STATEMENT of the AMOUNT of MONEYS now in the hands of JOHN BOSTON, SHERIFF of the DISTRICT of MONTREAL, &c.—(Continued.)

NAMES OF PARTIES.	Amount now in the hands of the Sheriff levied under writ of <i>fieri facias de Terris et de Bonis.</i>		Nature of writ upon which Moneys were levied.	Amount collocated under Judgments of Distribution now in the hands of the Sheriff, unpaid.	Names of Parties Collocated and to whom the amount is due.	REMARKS.
	£	s. d.				
<i>Brought over</i>	617	6 8	.....	92 4 5	.....	.....
François X. Filion, Plaintiff; <i>vs.</i> Luke Vendette <i>et al.</i> Defendant William Canten, Plaintiff; <i>vs.</i> Clark Lawrence, Defendant James McDonald, Plaintiff; <i>vs.</i> Charles Bergevin, Defendant Thomas Kemp, <i>et al.</i> Plaintiff; <i>vs.</i> James Barry, Defendant. Amable Provost, Plaintiff; <i>vs.</i> Edouard Courcelles, Defendant. Edouard Durocher, Plaintiff; <i>vs.</i> Louis Demere, Defendant Banque du Peuple, Plaintiff; <i>vs.</i> John Donegany, Defendant Étienne Roy, Plaintiff; <i>vs.</i> Dame Josephine Baulne, Defendant.....	88 0 206	17 6 5	Lands do do do do do do	5 16 1 6 8 9 3 19 3 3 3 1	Due Ouimet & Robineau, Attorneys.... Due to Plaintiff { Due George Hoyic, Montreal. £4 18 0 Due Plaintiff..... 1 1 8 Due Thomas Delagrave, Atty. 2 10 0 { Due to Courcelles and Pomonville, Attorneys.....£0 15 5 Due to Léon Brosseau, syndic. 3 4 4 { Due to William A. Hollwell. £1 11 6 Due to John P. Seybold..... 1 11 6 Due to Hubert & Ouimet, Attorneys.....	Partial Judgment. No Judgment. No Judgment.

Dame Harricte Moreau, Plaintiff; <i>vs.</i> Joseph Lafetier, Defendant..... Dame Adelaide Marchisseau, Plaintiff; <i>vs.</i> Flavien Des trois maison, Defendant Joseph W. A. R. Masson, Plaintiff; <i>vs.</i> Demas Robin, Defendant Louisa Rhenelmer, Plaintiff; <i>vs.</i> Francis Francisco, Defendant. Frs. Leiberté, Plaintiff; <i>vs.</i> Joseph Gendron, Defendant David Moss <i>et al.</i> , Plaintiff; <i>vs.</i> John Hurdle, Defendant. Felix M. Belinge, Plaintiff; <i>vs.</i> John Chesser, Defendant..... Honorable G. R. S. DeBeaujeu, Plaintiff; <i>vs.</i> Alexis Moirette, Defendant. Olivier Bissonnette, Plaintiff; <i>vs.</i> Antoine Bissonnette, Defendant. Dame Rachel Boudrie, Plaintiff; <i>vs.</i> Antoine Couillard, Defendant. The Honorable J. J. Rolland, Plaintiff; <i>vs.</i> Alexander Kierskowski, Defendant..... Louis Marchand, Plaintiff; <i>vs.</i> Eugene Joutette, Defendant. The Honorable J. J. Rolland, Plaintiff; <i>vs.</i> François X. Desere, Defendant	7 0 9 57 66 16	12 19 8 6 18 19	2 7 0 5 0 6 9 0	2 7 0 8 10 19 24 87 21	Due to Defendant { Due to Prothonotaries Montreal 11s. 8d. Due to Adolph Roy .....7s. 11d. Due to Corporation of Montreal { Due to Plaintiff. ....£2 13 2 Due to Defendant..... 3 7 8 Due to Honorable G. R. S. DeBeaujeu Due to Narcisse B. Demarteau	No Judgment. { Case from Quebec. No Judgment. No Judgment. No Judgment. No Judgment. No Judgment.
<i>Carried over</i>	169	4 5	.....	1161 2 9½	£	.....

STATEMENT of the AMOUNT of MONEYS now in the hands of JOHN BOSTON, SHERIFF of the DISTRICT of MONTREAL, &c.—(Continued.)

NAMES of PARTIES.	Amount now in the hands of the Sheriff levied under writ of fieri facias de Terris et de Bonis.		Nature of writ upon which Moneys were levied. — Against goods or lands.	Amount collocated under Judgments of Distribution now in the hands of the Sheriff, unpaid.			Names of Parties Collocated and to whom the amount is due.	REMARKS.
	£	s. d.		£	s. d.	£		
<i>Brought over</i>	1161	2 9½		169	4 5			
Antoine Marie dit St. Marie, Plaintiff; vs. Jacques Bissonnette, Defendant. F. R. Franchmontagne, Plaintiff; vs. L. E. Montferrand, Defendant. George Desbarats, Plaintiff; vs. Jacques Levrangre, Defendant. John Fraser, Plaintiff; vs. John Malinys, Defendant. Jean Baptiste Queneau, Plaintiff; vs. Michael Murphy, Defendant. Norbert D. D. Bessette, Plaintiff; vs. Joseph E. Fené, Defendant. Diane A. LeBeau, Plaintiff; vs. François X. Guy, Defendant. Henry Chapman, Plaintiff; vs. Henry J. Clarke, Defendant			Lands do Goods do Lands				{ Due to Léon Brassard.....£ 6 13 9 { Due to Her Majesty the Queen. 12 10 9 Due to Syndic D'Ecote Protestant..... { Due to Joseph Brosseau.....£3 9 8 { Due to Spenser Sibbons..... 0 7 0 { Due to William Moody.....£6 18 10 { Due to Alexander Walker... 2 17 9 { Due to Theodore Hart.....£4 5 4 { Due to Badgley & Abbott, Attorneys..... 2 0 0 Due to Corporation of Montreal.....	No Judgment No Judgment
	1	7 10	Goods	6	5 4			No Judgment
			do	4	10 0			

Yvesant Lefebvre, Plaintiff; vs. François Tessier de Savique, Defendant.			Lands	12	5 3		Due to Honorable Edward Ellice	
Benjamin Brewster, Plaintiff; vs. Alexander Fock, Defendant			Goods				{ Due to Rose & Monk£ 4 1 1 { Due to Plaintiff..... 2 0 10 Due to Corporation of Montreal..... 21 6 0 Due to Day & Cramps, Attorneys..... 3 16 9 Due to Thomas B. Anderson..... 12 18 9 Due to Moreau & LeBlanc, Attorneys..... 0 3 11 Due to Morrice & Lambé, Attorneys..... 3 11 8 Due to Alexander Molson.. 4 9 1 Due to C. C. DeBeaurie, Esquire	No Judgment No Judgment
John Willock, Plaintiff; vs. Simeon Gibson, Defendant. J. E. Tessier dit Leveillé, Plaintiff; vs. Augustin Oubé, Defendant. Joseph Rochet, Plaintiff; vs. Isidore Rochet, Defendant. La Banque du Peuple, Plaintiff; vs. Pierre Bonville, Esquire, Defendant. William Macdo, Plaintiff; vs. Jean Baptiste Vincent, Defendant. D. A. Wilson, Plaintiff; vs. Gabriel Desrochers, Defendant. Henry B. Beckwith, Plaintiff; vs. Alexander Beaulier, Defendant. Diane Math Brunel, Plaintiff; vs. La Société dit Latocapippe, Defendant.	99 7 4 0 7 5½ 188 11 2 9 0 0	4 5½ 2 0	Lands Goods Lands Goods Lands Goods Lands	2 15 3 11 11	3 0 9 0 11		Due to Charles F. Painchaud.£5 12 6½ { Due to Plaintiff..... 5 8 4½	No Judgment No Judgment No Judgment No Judgment
<i>Gross total over</i>	1410	11 2½		253	7 8			

STATEMENT of the AMOUNT of MONEYS now in the hands of JOHN BOSTON, SHERIFF of the DISTRICT of MONTREAL, &c.—(Continued.)

NAMES OF PARTIES.	Amount now in the hands of the Sheriff levied under writ of <i>fiats de Terris et facias de Bonis</i> .			Nature of writ upon which Moneys were levied — Against goods or lands.	Amount collocated under judgment of distribution now in the hands of the Sheriff unpaid.			Names of Parties Collocated and to whom the amount is due.	REMARKS.
	£	s.	d.		£	s.	d.		
<i>Brought over</i>	1410	11	3½		153	7	8		
Dame H. M. C. Duchesnay, Plaintiff; <i>vs.</i> William Brakenridge, Defendant	18	0	6	Lands					No Judgment.
Henry G. Forsyth, Esquire, Plaintiff; <i>vs.</i> Joseph Gaudreau, Defendant.	27	2	5	do					No Judgment.
Louis Brossseau, Plaintiff; <i>vs.</i> Louis H. Leduc, Defendant.	385	12	3	do					No Judgment.
Messire Edward Crevier, Plaintiff; <i>vs.</i> Pierre Tessier, Defendant.				Goods	17	5	9	Due to Plaintiff	
Joseph T. Lamoge, Plaintiff; <i>vs.</i> Pierre Gauthier, Defendant.				do	2	5	1		
James R. Hutchins, Plaintiff; <i>vs.</i> John Allo, Defendant	415	19	8	Lands					No Judgment.
Total	2257	6	1½	£	273	18	6		

Amount remaining unpaid under Judgments, £372 18s. 6d. Amount for which no Judgment has been rendered, £2257 6s. 1½d. Total in hands of Sheriff £2630 4s. 7½d.

E.E.

JOHN BOSTON,
Sheriff of the District of Montreal.

Montreal, 9th April, 1855.

STATEMENT of BONDS and SECURITIES now in the hands of the SHERIFF of MONTREAL, given by parties for moneys retained by them on Purchases made at the Sheriff's Sales in the District of Montreal, under the provision of the Provincial Act 41st George III., cap. 7, section 15.

NAMES of the PARTIES.	Amount retained and Bond Given.		Nature of writ upon which Moneys were levied.	—			NATURE of SECURITIES.	REMARKS.
	£	s. d.		£	s.	d.		
Alexander M. Laframbois, Plaintiff; vs. Charles H. Castle, Defendant. Andrew Colville, Plaintiff;	476	12 5	Lands				Moneys retained by Plaintiff under Bond	Order of Court rendered.
John C. Rolko, Defendant vs. La Banque du Peuple, Plaintiff;	117	1 10	do				do do Plaintiff's Bond	
John Tully, Defendant; vs. Nelson Adams, Plaintiff;	268	8 8	do				{ Hon. Mr. Justice McCord's note having Plaintiff's right.	
William C. McGowan, Defendant vs. John McFarish, Plaintiff;	15	11 4	do				Plaintiff's Bond	
John Scott, Defendant vs. John B. Forsyth, Esquire, Plaintiff;	45	16 9	do				{ Hugh Taylor's note having Plaintiff's right.	
The Canada Baptist Missionary Society, Defendants vs. The Honorable P. McGill, Plaintiff;	3653	13 10	do				{ Bond of the Corporation Episcopal Catholique Romaine de Montreal.	
Peter Aylem, Defendant	70	19 5	do				Note of Plaintiff	
<i>Carried over</i>	4848	4 3						

STATEMENT OF BONDS AND SECURITIES now in the hands of the SHERIFF of MONTREAL, &c.—(Continued.)

NAMES OF PARTIES.	Amount retained and Bond Given.		Nature of writ upon which Moneys were levied.	NATURE OF SECURITIES.		REMARKS.
	£	s. d.		£	s. d.	
<i>Brought over</i>	4848	4 3				
The Honorable J. J. Rolland, Plaintiff; <i>vs.</i> Francis Bequet, Defendant	18	2 10	Lands		Plaintiff's Note	
William A. Hollwell, <i>et al.</i> , Plaintiff; <i>vs.</i> John Donegany, Defendant	343	19 10	do		Plaintiff's Bond	Judgment rendered, 2nd April, 1853.
Dame M. C. Chartier, de Lotbinière, Plaintiff; <i>vs.</i> Joseph Jeanneau, Defendant	11	12 11	do		Bethune and Dunkin's Note for Plaintiff	
Same, Plaintiff; <i>vs.</i> Nicolas Tessier dit Lavigne, Defendant	89	8	do		Bethune and Dunkin's Note for Plaintiff	
Leon M. Coté, Defendant Same, Plaintiff; <i>vs.</i> Thomas Barry, Defendant	58	10 8	do		Bethune and Dunkin's Note for Plaintiff	
The Honorable R. K. Harwood, Plaintiff; <i>vs.</i> Sophie Livernois, Defendant	21	10 6	do		Bethune and Dunkin's Note for Plaintiff	
Peter H. Church, Plaintiff; <i>vs.</i> Amos Bancroft, Defendant	27	18 8	do		Plaintiff's Bond	
	144	1 0	do		Plaintiff's Bond	

The Honorable J. O. Turgeon, Plaintiff; <i>vs.</i> Alexis Rochon, Defendant	13	8 1	do		Plaintiff's Bond	
Walker Nessler, Plaintiff; <i>vs.</i> William Donaldson, Defendant	200	1 3	do		{ Bond of John Joseph C. Abbots, and Honorable Wm. Badgley's Bond.	
Augustin Paradis, Plaintiff; <i>vs.</i> E. S. Count de Rotterdam, Defendant	73	2 1	do		{ Bond of Alexander Kierrkouske and Samuel W. Monk, in Plaintiff's rights	
Pierre Lamoth, Plaintiff; <i>vs.</i> Alexander Kierrkouski, Defendant	469	18 5	do		Plaintiff's Bond	Judgment rendered.
Building Society of Montreal, Plaintiff; <i>vs.</i> John Honey, Defendant	84	17 0	do		Plaintiff's Bond	
D. M. C. DeLotbinière, Plaintiff; <i>vs.</i> Thomas Thornton, Defendant	22	12 0	do		Plaintiff's Bond	
John Bredeman, <i>et al.</i> , Plaintiff; <i>vs.</i> John Honey, Defendant	200	0 9	do		Plaintiff's Bond	Judgment rendered.
Newton Adams, Plaintiff; <i>vs.</i> William C. McGowan, Defendant	15	11 4	do		Plaintiff's Bond	
Confield Durwin, Plaintiff; <i>vs.</i> Charles O. Ermafinger, Defendant	28	3 11	do		Plaintiff's Bond	
Charles S. Rodier, Plaintiff; <i>vs.</i> Joseph Plessis Belaire, Defendant	149	4 9	do		Plaintiff's Bond	
Jean La Beaudry, Plaintiff; <i>vs.</i> François Guenet, Defendant	108	8 9	do		Plaintiff's Bond	
The Honorable U. Harwood, Plaintiff; <i>vs.</i> L. M. Delbriell, Defendant	31	15 3	do		Plaintiff's Bond	{ Order of Court, 27th May, 1854.
<i>Carried over</i>	6908	7 11				

STATEMENT OF BONDS and SECURITIES now in the hands of the SHERIFF of MONTREAL, &c.—(Continued.)

NAMES OF PARTIES.	Amount retained and Bonds Given.		Nature of writ upon which Moncoys were levied.	NATURE OF SECURITIES.			REMARKS.
	£	s d.		£	s	d.	
<i>Brought over</i>	6908	7 11					
Thomas K. Ramsay, Plaintiff; <i>vs.</i> Augustin Lefevre, Defendant.	22	14	Lands			Plaintiff's Bond	
Dame C. C. Delery, Plaintiff; <i>vs.</i> Pierre Denis St. Picard, Defendant	45	16	do			Plaintiff's Note	
Guillaume Dufaut, Plaintiff; <i>vs.</i> André Z. Grothé, Defendant	149	11	do			{ Note of Etienne Dubois, Note re- presenting Plaintiff.	
Joseph Beauchamp, Plaintiff; <i>vs.</i> Ferman Perrin, Defendant	119	13	do			J. C. Dunlop's Note in Plaintiff's right.	
Pierre R. Mals, Plaintiff; <i>vs.</i> Charles M. Delisle, Defendant	65	13	do			{ Canfield Dorwin's Note in Plaintiff's rights	
Banque du Peuple, Plaintiffs; <i>vs.</i> John Donegan, Defendant	406	16	do			Bond of Messrs. Donegany & Papineau.	
William Bingham, Plaintiff; <i>vs.</i> Marguerite Raciort, Defendant	48	8	do			Bethune and Dunkin's Note for Plaintiff.	
Dame M. Berthelot, Plaintiff; <i>vs.</i> Duncan McDonald, Defendant	77	10	do			Plaintiff's Bond	

The Honorable G. R. S. DeBeaujeu, Plaintiff; <i>vs.</i> François Marleau, Defendant	2	19	7	do		Note of Plaintiff	
Same, Plaintiff; <i>vs.</i> François Castor, Defendant	50	8	1	do		Note of Plaintiff	
Same, Plaintiff; <i>vs.</i> Duncan McArthur, Defendant	61	9	2	do		Note of Plaintiff	
Louis H. Leduc, Defendant William Brewster, Plaintiff; <i>vs.</i> Thales Burke, Defendant	200	0	0	do		Plaintiff's Bond	
	132	5	2	do		{ Bond of Julius Scriver for Plaintiff's rights	
Total	8292	4	7				

Amount of Bonds and Notes unpaid, £8292 4s. 7d.

JOHN BOSTON,
Sheriff.

MONTREAL, 9th April, 1855.

STATEMENT made out, by order of the Honorable the Legislative Assembly, by WILLIAM S. SEWELL, SHERIFF of the DISTRICT of QUEBEC, of the Moneys now on hand and Due by him, shewing the Amounts due by him, which have been distributed by the several Courts of the Province; the case in which they were levied, and the Individuals to whom they belong, and also the Amounts levied but not distributed. The two columns together shewing the Total Amount of Monies now in hand and due by the said Sheriff at the date of this Return.

CASE IN WHICH LEVIED.	Amounts due.						To whom the distributed sums belong.	Remarks.
	Distributed by Courts.			Not distributed by Courts.				
	£	s.	d.	£	s.	d.		
Paquet vs. Paquet				2	8	2	Andrew Moire	Balance.
Morrison vs. Newby	0	7	1				J. Hamilton	do.
Wright vs. Pentland	0	5	0					
Dutile vs. Jaques				3	19	8		do.
Peltier vs. Ouellet				10	0	0		
Fournier vs. Tremblay				3	11	8	Benjamin Tremblay	Levy.
Belair vs. Fortin	2	11	4					do.
Leblond vs. Daigle				1	14	10	John Foot	
Joseph vs. Stuart	2	8	8				J. Roberts	
	1	6	8				D. Smith & Co.	
	3	7	2				Plaintiff	
Mercier vs. Beaudouin	1	2	6					do.
Normand vs. Poulin				2	19	0	Plaintiff	
Robitaille vs. Paradis	3	3	6				Plaintiff	
Duval vs. Pacaud	0	12	8				Plaintiff	
Simon vs. Chartré				1	18	6		Balance.
Barbeau vs. Drolet				0	7	4		do.
Anderson vs. Niquet	1	4	4				William Cook	
	0	10	0				Ferrier & Co.	
	0	8	4				McNider & Co.	
O'Brien vs. Murphy	0	12	5				John Munro & Marie Stuart	
Dassilva vs. Poulin	10	6	9				Pierre Beaudry	do.
Taschereau vs. Ouellet				8	10	1		
Austin vs. Hill	11	13	10				William Winder	
	11	13	10				William Hall	
Dionne vs. Miville	9	14	7				Robert Lemoine & Charles Marois	
Methley vs. Forsyth	19	8	5				M. Pivey & Co.	
	1	9	8				J. Kinnaird	
Vilade vs. Bélanger	0	11	2				Plaintiff	
Couillard vs. Robinson	0	18	4				Defendant	
Fortier vs. Langevin				9	16	0		do.
Launiere vs. Bissonet				1	15	4		do.
Demure vs. Parant	7	5	1				Plaintiff	On security.
Jones vs. Jones	1	10	0				Defendant	
Dassilva vs. Campbell	0	14	1				Ignace Fluet	
Belleau vs. Parant				5	17	11		Balance.
Taschereau vs. Owens				3	16	1		do.
Richardson vs. Niquet				5	16	6		Levy.
McNaught vs. Ruel				2	8	6		do.
<i>Carried forward</i> ...£	98	5	5	59	4	7		

STATEMENT made out, by order of the Honorable the Legislative Assembly, by WILLIAM S. SEWELL, SHERIFF of the DISTRICT of QUEBEC, &c.—(Continued.)

CASES IN WHICH LEVIED.	Amounts Due.						To whom the distributed sums belong.	Remarks.
	Distributed by Courts.			Not distributed by Courts.				
	£	s.	d.	£	s.	d.		
<i>Brought forward</i>	98	5	5	59	4	7		
Kelly vs. Symes	1	19	4				John Kelly ..	
	1	18	2				Cornelius Collins	
	0	17	6				Defendant.	
	0	15	3				Edward Conroy	
	1	11	1				Robert Peebles	
	0	1	9				James Henry	
O'Brien vs. Miller	0	19	4				J. O'Brien	
Roberts vs. Penney				2	11	11		Levy.
Langlois vs. Laparre				0	18	4		do.
Ward vs. Bisson	4	6	6				Ralph Fournier	
Fournier vs. Verrault				2	16	11		do.
Huse vs. Fitzsimmons				3	5	0		do.
Legaré vs. Grenier				2	7	6		do.
Lagueuse vs. Chamberland	1	3	9				Denis Powel	
Bedigari vs. Rheame				0	14	5		do.
Guenette vs. Simard	1	4	10				Margaret Lavoie	
Roy vs. Matteau				5	4	7		do.
Motivier vs. Straus				1	11	1		do.
Beaudouin vs. Dubé	10	10	6				Pascal Mercier	
Fraser vs. Beaudouin	4	1	0				Pierre Thiberge	
Devarennnes vs. Robitaille	2	5	6				Defendant	
Guillot vs. Martel				1	6	10		Balance.
Sominary vs. Lemieux				5	10	0		Levy.
Joseph vs. Marret	2	18	7				Lawrence Mulloy	
	2	2	1				L. & D. Moss	
Fraser vs. Downes				85	7	10		Balance.
Aylwin vs. McCallum				18	5	3		do.
Jeffery vs. Trepanier	0	2	4				Peter Langlois	
	0	2	1				Rachel Levalle	
	0	0	4				Joseph Marcoux	
Ware vs. Wallace				18	1	4		Reserved.
Paquet vs. Gagnon	21	18	1				Olivier Paquet	On security.
Milville vs. Talbot	1	5	9				Antoine Laperrier	
	0	4	1				Gingras & Co	
	0	0	11½				Lenfesty & Co	
Robertson vs. Scott				4	0	11		Balance.
Gauvin vs. Paquet	3	8	11				Defendant	On security.
Millar vs. Martin	9	14	0				do	
Chinique vs. Marceau	2	6	5				Joseph Paquet & Co	
Lloyd vs. Wilson				2	4	8		Reserved.
Guichaud vs. Bellenoy				6	18	0		Balance.
Racette vs. Thibault				6	1	7		do.
Parant vs. Ledroit	8	18	0				Frs. Boulet	} On security.
	2	16	6				J. U. Ahern	
Raymond vs. Caron				3	2	4		Levy.
Caldwell vs. Baquet	1	19	11				Moses Hart	
<i>Carried over</i>£	182	7	11½	179	18	1		

STATEMENT made out, by order of the Honorable the Legislative Assembly, by WILLIAM S. SEWELL, SHERIFF of the DISTRICT of QUEBEC, &c.—(Continued.)

CASES IN WHICH LEVIED.	Amounts Due.						To whom the distributed sums belong.	Remarks.
	Distributed			Not Distributed				
	by Courts.			by Courts.				
	£	s.	d.	£	s.	d.		
<i>Brought over</i>	182	7	11½	179	13	1		
Ennis vs. Ealey	0	5	11				E. Boucher	
	0	7	7				Jean Baptiste Boucher ..	
	0	16	7				Joseph Boucher	
	0	4	9				J. Larochelle	
	0	12	7				Daniel McGoven	
	0	6	1				Francis Parant	
Dore vs. Drolet	10	10	3				Gaspard & Joseph Doré ..	
Caldwell vs. Ratte	25	19	2				Sir H. Caldwell	
Fraser vs. Larue				1	14	3		Balance.
Samson vs. Lecuyer				0	10	0		do.
Larue vs. Depin	4	3	6				Antoine Depin	On security.
Denys vs. Juneau	53	8	10				Agathe Debizani	do.
Ennis vs. Ealey, 2nd Jud.	0	13	6				Edward Ennis	
	1	6	1				Jean Baptiste Audet	
	0	1	9				Etienne Boucher	
	0	2	8				George Blumhart	
	0	2	4				David Beaulieu	
	0	1	7				Joseph Bélanger	
	0	2	8				Joseph Boucher	
	0	2	3				Joseph Boucher	
	0	1	2				John Daniel	
	0	1	1				Narcisse Decherne	
	0	1	1				Joseph Decherne	
	0	13	5				Edward Ennis	
	0	2	4				Jean Galarneau	
	0	3	6				William Hodgson	
	0	7	7				John Kelly	
	0	9	4				Geneux Lavoie	
	0	1	7				Eugene Larochelle	
	0	2	3½				Michel Landry	
	0	10	10				Dominique Levesque	
	0	11	1				Ignace Legaré	
	0	11	3				Flavien Lapointe	
	0	6	6				Raphael Marchand	
	6	12	6				Joseph Morin	
	0	1	9				Pierre C. Marquis	
	0	4	1				Daniel McGovern	
	0	6	7				Hilaire Peltier	
	0	1	10				Antoine Parent	
	0	1	2				Thomas Pollock	
	0	9	10				Amable Peltier	
	0	0	10				George Stubs	
	0	2	5				Hezac Vaillancour	
	0	9	11				Hypolite Syrois	
Peltier vs. Anderson				5	10	6		Balance.
Larne vs. Lafrance	2	13	3				Felicite Delisle	
<i>Carried forward</i> ...£	300	3	3	187	7	10		

STATEMENT made out, by order of the Honorable the Legislative Assembly, by WILLIAM S. SEWELL, SHERIFF of the DISTRICT of QUEBEC, &c.—(Continued.)

CASES IN WHICH LEVIED.	Amounts Due.						To whom the distributed sums belong.	Remarks.
	Distributed			Not distributed				
	by Courts.			by Courts.				
	£	s.	d.	£	s.	d.		
<i>Brought forward</i>	300	3	3	187	7	10		
Queronet vs. Boulé	0	15	0				Olivier Morin	
Methot vs. Hamel	3	18	6				J. Hamel	
Roy vs. Lefebvre				3	16	2		Levy.
Peltier vs. Michaud				3	0	8		Balance.
Moreau vs. Lacasse				3	14	0		Levy.
Marroux vs. Lunard				1	10	10		do.
Bourassa vs. Dion				5	9	8		do.
Dassilva vs. Lambert				1	10	0		do.
Bolduc vs. Bélanger				0	7	1		do.
Dionne vs. Jalbert				1	3	3		do.
Weish vs. Penny				0	8	1		do.
Weippert vs. Allain				4	2	1		do.
Roy vs. Belleau				0	8	1		do.
Fournier vs. Fournier				0	16	3		do.
Normand vs. Tessier				1	2	11		do.
Phillips vs. Noel				7	7	8		do.
Carrier vs. Lebrue				0	10	0		do.
Henderson vs. Henderson				17	8	3		do.
Thibault vs. Daigle				0	14	1		do.
West vs. Miville				0	1	0		do.
Wilson vs. Larue				5	0	0		do.
Ostell vs. Dickson	0	18	0				William Dumas	
	0	9	3				J. Rose	
Brown vs. Beaulieu				8	2	4		do.
Dionne vs. Bélanger				0	8	0		do.
Simon vs. Brassard				1	12	4		do.
Langlois vs. Bedard				3	16	11		
Judah vs. Duchesnay				61	5	2		Balance.
Vermet vs. Bégin				14	4	0		Levy.
Hion vs. Leblond				0	15	0		do.
Pouliot vs. Corriveau				2	15	0		Balance.
Drapeau vs. Gamache				0	17	2		
Ross vs. Quin				1	1	0		Levy.
Queronet vs. Couillard				3	9	2		do.
Roy vs. Guay				0	10	0		Balance.
Langlois vs. Verret				0	4	2		Levy.
Aiken vs. Broom				8	7	4		
Dubord vs. Germain	3	4	1				Hyp. Dubord	On security.
Dubé vs. Dubé	2	16	1				Paul Dubé	do.
Sinclair vs. Campbell				1	2	10		Levy.
Tétu vs. Fisher	0	8	2				J. Winkes	
	0	15	8				Agnes Walker	
Crepeau vs. Corporation of St. Mary	0	19	2				Corp. of St. Mary	do.
Duchesnay vs. Williams				0	15	0		
Ouellet vs. Morin				0	11	2		
<i>Carried over</i>£	311	2	2	355	14	8		

STATEMENT made out, by order of the Honorable the Legislative Assembly, by
WILLIAM S. SEWELL, SHERIFF of the DISTRICT of QUEBEC,
&c.—(Continued.)

CASES IN WHICH LEVIED.	Amounts Due.						To whom the distributed sums belong.	Remarks.
	Distributed by Courts.			Not distributed by Courts.				
	£	s.	d.	£	s.	d.		
<i>Brought over</i>	311	2	2	355	14	6		
Darling <i>vs.</i> Fergusson	2	3	4				W. Darling	
Marret <i>vs.</i> Massuc				16	18	4	Over levy payment stopped by <i>Sainie A.</i>	
Thibault <i>vs.</i> Megnault				2	2	10		Balance.
Fraser <i>vs.</i> McKeighnay				0	15	6		
Bell <i>vs.</i> Ross	10	9	2				Marie A. Bourdages	
	1	2	11				Heirs of Charles Hunter	
	4	0	10				Robert Rodger & Co.	
	1	7	10				John James Sims	
	8	10	10				James Bruce	
	1	2	2				Eleonore Fitzgraves	
	0	2	9				Thomas Tate	
	0	2	4				Pascal Montreuil	
	1	1	3				William Russel	
	0	3	6				Lefrais Lachance	
	0	4	4				William DeLery	
	0	2	3				Nicolas Allard	
	42	19	0				William Anderson	
	20	15	3				Archd. Waddell, Esqualites	
Samson <i>vs.</i> Couture	0	12	8				Benjamin Couture	
Bourassa <i>vs.</i> Peverley				0	16	8		Levy.
Simon <i>vs.</i> Tremblay				9	0	0		
Guarard <i>vs.</i> Lelourneau	7	2	2				Abraham Goulet	do.
Roy <i>vs.</i> Bowels				5	13	0		
McCallum <i>vs.</i> Sewell				13	18	0		
Ouellet <i>vs.</i> Jouvin	0	13	0				Julia Larue	do.
Bertrand <i>vs.</i> St. Joire				10	2	0		
Girard <i>vs.</i> Blais	24	11	11				L. Labrecque	On security.
Desseint <i>vs.</i> Fortin				6	15	0		
Deroussel <i>vs.</i> Dorouin	0	17	6				Peter Paterson	
Delanaudière <i>vs.</i> Thebargo				0	17	7		Levy.
Quebec Bank <i>vs.</i> Massuc	2	14	6				Aime Massuc	Since paid.
Roberge <i>vs.</i> Penderghast	1	7	6				Plaintiff, Germaine Roberge	
	1	1	6				do do	
Ealey <i>vs.</i> Dickson				2	13	7		Levy.
Ouellet <i>vs.</i> Hudon				1	1	4		
Deroussel <i>vs.</i> Peron	1	17	0				Pierre Gauvreau	
Simon <i>vs.</i> Gagné	0	4	1				Joseph Simard	
Painchaud <i>vs.</i> Petit	0	8	6				Mary McCarthy	
Gingras <i>vs.</i> Rosuillard				0	19	1		Balance.
City Bank <i>vs.</i> DeLery				1	15	0		Levy.
Duchesnay <i>vs.</i> Bedard	1	2	2				Madame Bedard	
Burstall <i>vs.</i> Pendergast	48	2	10				Henry Burstall	On security.
	25	8	9				Phi. Panet	do.
Vaudreuil <i>vs.</i> Berthelot				0	16	8		Levy.
Picaud <i>vs.</i> Fournier				1	15	7		
				5	3	9		Since paid.
Nadeau <i>vs.</i> Dumont				8	13	4		Reserved.
Marian <i>vs.</i> Demerse	5	0	0				Mary McCarthy	
<i>Carried forward</i>	526	14	0	440	10	11		

STATEMENT made out, by order of the Honorable the Legislative Assembly, by
WILLIAM S. SEWELL, SHERIFF of the DISTRICT of QUEBEC,
&c.—(Continued.)

CASES IN WHICH LEVIED.	Amounts Due.						To whom the distributed sums belong.	Remarks.
	Distributed			Not distributed				
	by Courts.			by Courts.				
	£	s.	d.	£	s.	d.		
<i>Brought forward</i>	526	14	0	440	10	11		
Delisle <i>vs.</i> Page				8	12	4		Levy.
Chabot <i>vs.</i> Nadeau	1	3	4				P. Nadeau,	On security.
Nairn <i>vs.</i> Gautier				14	7	0		Reserved.
Picard <i>vs.</i> Thibault				0	12	0		Levy.
Burstall <i>vs.</i> Prendergast	137	18	8				W. Ellis	On security.
City Bank <i>vs.</i> DeLery				1	10	0		Levy.
Ouellet <i>vs.</i> Morin	5	13	3				Germain Desseint	
McKenzie <i>vs.</i> Simard	0	4	10				Hugh Robertson	
Laroche <i>vs.</i> Lambert				12	10	0		Reserved.
Rogers <i>vs.</i> McPherson				2	15	0		Levy.
Gagné <i>vs.</i> Hermond				5	5	0		do.
McGrath <i>vs.</i> Dalkin				0	5	0		Balance.
Pozor <i>vs.</i> McCallum				1552	7	10		Levy.
Ahern <i>vs.</i> Hall				115	19	10		
Johnston <i>vs.</i> Gondron				5	16	6		
Hamilton <i>vs.</i> Clearihue				42	15	8		
City Bank <i>vs.</i> Cole	0	2	10				Blanchard <i>vs.</i> Thompson	
Deroussel <i>vs.</i> Munn				137	3	3		
Guenette <i>vs.</i> Gosselin				183	4	4		
Murphy <i>vs.</i> O'Donovan				10	7	6		
Routh <i>vs.</i> Guenette	12	10	0				Beloni Chabot	On security.
Carrier <i>vs.</i> Haines	11	17	0				Dunbar Ross and J. Provan	
Morin <i>vs.</i> Campbell	7	9	0				Atkinson & Brown	
Mignier <i>vs.</i> Mignier				0	16	3		Levy.
Larkin <i>vs.</i> Fraser				6	14	1		do.
Dinning <i>vs.</i> Oliver				79	2	1		Suspended.
Motz <i>vs.</i> Morenci				20	6	2		
Frechette <i>vs.</i> Corbell				43	10	5		Reserved.
Noël <i>vs.</i> Oliver	0	13	1				William Price	
	0	7	1				David Burnet	
Beaulieu <i>vs.</i> Letellier	5	0	0				Jacques Beaudoin	On security.
	3	17	6				André Amable Marcoux	do.
Dumontier <i>vs.</i> Thompson				0	17	11		Levy.
Dubé <i>vs.</i> Morin, and Morin T.S.				4	0	0		do.
Earl <i>vs.</i> Casey	4	17	7				David Lewis	
	4	3	1				Louis and Jacob Lyons	
	3	4	10				James Clark and Consors	
	15	12	9				Henderson <i>vs.</i> Kennedy	
	6	0	7				Henderson & Smith	
	4	14	0				Edward E. Rice	
	2	4	5				Michael A. Parkins & Con- sors	
	1	17	9				Tyne & Cohoune	
Bedard <i>vs.</i> Jobin				21	7	3		Reserved.
Delisle <i>vs.</i> Wilson				12	2	7		Levy.
Desbarats <i>vs.</i> Mahon				25	16	3		do.
Marceau <i>vs.</i> Blais	8	12	4				Jean Roy	On security.
Dionne <i>vs.</i> McNulty				1	10	2		Levy.
<i>Carried over</i> £	764	18	0	2741	5	4		

STATEMENT made out, by order of the Honorable the Legislative Assembly, by WILLIAM S. SEWELL, SHERIFF of the DISTRICT of QUEBEC, &c.—(Continued.)

CASES IN WHICH LEVIED.	Amounts Due.						To whom the distributed sums belong.	Remarks.
	Distributed by Courts.			Not distributed by Courts.				
	£	s.	d.	£	s.	d.		
<i>Brought over</i>	704	18	0	2741	5	4		
Thorault vs. Bois	8	15	1				Phil. DeGaspé and consors	
Lepper vs. Arel				0	15	0		
Dutremble vs. Pelt'er	12	11	0				Phil. DeGaspé <i>et al</i>	
Stevenson vs. Bonner				500	0	0	Michael Hynes and wife	Levy.
Hunt vs. Harrower				787	5	0		
Hunt vs. Gerioux	3	18	0				George Benson Hall	
	2	10	0				G. O. Stuart	Reserved.
Stevenson vs. Bonner				142	16	8		
Moisan vs. Huot				0	14	0	Joseph Bussier	Levy.
Bellrose vs. Emond				12	5	0		do.
St. Pierre vs. Campbell				269	8	8		do.
Tessier vs. Malouin				1	15	0		do.
Smith vs. Noël	27	4	4				John Smith	
Morrin vs. Jeffers	11	9	7				Her Majesty the Queen	
	2	10	0				Dunbar Ross, Sol. Gen.	
Papillan vs. Trudelle				80	10	4		do.
Godbout vs. Tessier				695	18	8		do.
Fraser vs. Gamache				804	8	4		Reserved.
Lafontaine vs. Fournier				10	4	0		
Gibson vs. Thibodeau	8	16	8				O'Kill Stuart	
Duchesnay vs. Lenoine				1885	16	0		Levy.
Thomson vs. Moreau				0	5	0		do.
Hunt vs. Valin				081	0	0		do.
DeGaspé vs. Harrower				85	17	6		do.
Boutin vs. Heather				87	16	11		do.
Hossack vs. Breakay				108	4	0		
Bourbeau vs. Tessier				141	6	7		
Gagnon vs. Sleigh				208	0	10		do.
Morrin vs. Bédard				19	5	2		do.
Denys vs. St. Hilaire				202	6	9		do.
Simard vs. Raince				7	2	10		
Simard vs. Tremblay				6	14	4		
Total	£ 887	18	5	0278	12	9		

Total Amount distributed and therefore payable but unclaimed £ 887 18 5
 Total Amount but not yet distributed * 9287 12 9

£ 10125 6 2

* The sums in this column marked "Levy" are payable on a Certificate from the Prothonotary that no apportionments *aptes de Conserveur* have been filed within the time prescribed by law.

My Accounts up to this 29th day of March, 1855, inclusive.

Errors Excepted.

WILLIAM S. SEWELL,
 Sheriff of Quebec.

RETURN, to be laid before the Legislative Assembly, in obedience to a requisition for that end and effect, bearing date, Secretary's Office, Quebec, 28th March, 1855; shewing the amount of Money in the hands of the Prothonotary at Quebec, remaining unclaimed, and to whom belonging, naming the Estate, Persons, (Causes,) with the amounts severally set apart for them; also, shewing the whole amount of Moneys in their hands, and ordered for distribution by the Superior Court, but not paid over, stating in each case the amount allocated, with the names of the respective parties to whom the Money is due or awarded, and respectfully submitted by the Prothonotary of the Superior Court for Lower Canada, for the District of Quebec.

BURROUGHS & FISSET,
Prothonotaries.

PROTHONOTARY'S OFFICE,
Quebec, 28th March, 1855.

			Dr.			Cr.		
			£	s.	d.	£	s.	d.
54	8	99	1058.					
			Amiot vs. Cairns					
			This Sum is believed to belong to the Defendant's Attorney.					
54	11	50	815.					
			Allsopp vs. Alfaro					
			This Cause is still pending, and that Sum will hereafter belong to the successful Attorney upon the plea on which it was deposited.					
55	6	27	1305.					
			Amiot vs. Cairns					
			This Sum is supposed will belong to the successful Attorney when finally adjudicated upon.					
47	8	22	251.					
			Berubé vs. Chapais					
			This Sum was deposited by the Plaintiff in an action <i>rescatoire</i> ; that action is yet pending.					
49	20	64	2170.					
			Black vs. Sheppard					
			This Sum was deposited by an opposant, Peter Sheppard, that opposition was contested, but subsequently maintained; and that deposit has not been withdrawn, nor can the Prothonotary state who is entitled to it.					
52	4	15	686.					
			Bois vs. Seton					
			This Sum was deposited by Defendant; the action is now pending, and deposit hath not been withdrawn.					
52	14	2	461.					
			Bernier vs. Thibeau					
			This Sum was deposited by the Defendant in an action of account; that action is now pending, and the deposit hath not been withdrawn.					
58	26	97	1158.					
			Bonner vs. Hamilton					
			This Sum was deposited by the Intervenant, Robert Supple, in an action of debt on lease, which intervention is still pending and undetermined; the deposit hath not been withdrawn.					
			Carried over					
			£	65	2	2		

RETURN, to be laid before the Legislative Assembly, in obedience to a requisition for that end and effect, bearing date, Secretary's Office, Quebec, 28th March, 1855; shewing the amount of Money in the hands of the Prothonotary at Quebec, remaining unclaimed, and to whom belonging, &c.--(Continued.)

			Dr.			Cr.		
			£	s.	d.	£	s.	d.
		<i>Brought over</i>	65	3	2			
54	1	42	183.	Brown vs. Gury	1	10	0	
				This Sum, 30s., was deposited by the Defendant, with a plea of dilatory exception; which plea having been subsequently dismissed with costs, the deposit appears to belong to Messrs. Pentland & Pentland.				
55	2	88	576.	Beaulieu--Exparte	185	17	6	
				This Sum, £135 17s. 6d., was deposited by Jacques Beaulieu, for the end and effect of obtaining a ratification of a certain deed of sale. That Sum remains subject to distribution, and a Report of distribution for that end and effect hath been drawn up and filed, the 19th March, 1855; and such Report, as therein set forth, distributes that money as follows, that is to say (subject to the future order of the Court.)				
				Poundage	1	3	6	
				Prothonotary, column 1	1	13	4	
				Attorney, column 2	2	13	0	
				Regina, column 3	62	12	6	
				Ross, Dunbar	2	17	2	
				Prothonotary	0	10	0	
				Jacques Beaulieu, column 4	4	0	6	
				Robert Lafontaine, column 5	60	7	6	
				£185 17 0				
55	4	96	2075.	Bank of Upper Canada vs. Allain, et al.	1	10	0	
				This Sum was deposited by the Defendant, Alfred Morel, with a plea of Exception <i>à la forme</i> ; that plea remains to be adjudicated upon, and the deposit hath not been withdrawn.				
51	12	46	10.	Casgrain vs. Jellard	7	1	3	
				This Sum was deposited by the Plaintiff, in an action of Revendication; that action hath since been discontinued, but the deposit hath not been withdrawn.				
52	0	18	390.	Couture vs. Moreau et al	3	15	0	
				This Sum was deposited by the Defendant in an action of Damages, with a plea of perpetual Exception; that action hath since been maintained, but the deposit hath not been withdrawn.				
54	0	1	254.	Cox vs. Rigney	000	9	0	
				This Sum was deposited by Messrs. Jackson & Co., Garnishees; a part of which Sum hath since been distributed by distribution, as follows, that is to say:—				
				<i>Carried forward</i>	£	1115	6	8

BETURN, to be laid before the Legislative Assembly, in obedience to a requisition for that end and effect, bearing date, Secretary's Office, Quebec, 28th March, 1855; showing the amount of Money in the hands of the Prothonotary at Quebec, remaining unclaimed, and to whom belonging, &c.—(Continued.)

			Du.			Cu.			
			£	s.	d.	£	s.	d.	
Brought forward.....			1115	0	8				
Cox vs. Rigney.—(Continued.)			£	s.	d.				
Paid them. { Report No. 1, column 9, } 3 6 8						3	0	8	
{ Stuart & Vannovous. } 74 13 10									
Which last mentioned Sum has been re-distributed by Report No. 3, among the Creditors of the said John Morris Murphy, as follows, that is to say:—									
{ Prothonotary, column 1. } £1 8 10						1	8	10	
{ Stuart & Vannovous, } 2 13 10						2	13	10	
{ column 2 ... } 27 11 1						27	11	1	
Paid them. { Stuart & Vannovous. } 2 16 8						2	16	8	
{ Andrews & Campbell, } 21 16 5						21	16	5	
{ column 4 ... } 2 16 8						2	16	8	
{ Guly & Andrews ... } 15 11 2						15	11	2	
{ Stuart & Vannovous, } 10 4 9									
{ column 5 ... } 10 4 9									
And column 10 of Report 1, Lelièvre and Angers									
The residue of that Cause and of these Reports remain to be adjudicated upon.									
54	17	17	681.	Chabot vs. Paradis	109	10	2		
			This Sum was deposited by the Defendant with a plea of perpetual Exception, and that Cause is now pending, and that deposit hath not been withdrawn.						
54	23	14	1481.	Couillard vs. Couillard	1	10	0		
			This Sum was deposited by the Defendant with a plea of Exception à la forme; that Cause is now pending, and that deposit hath not been withdrawn.						
54	26	87	1890.	Croteau vs. Kaley	7	18	9		
			This Sum was deposited by Thomas Reekie, a Garnishee; a Judgment hath been since rendered, directing the same to be paid over to the Defendant, Michael Kaley, on account; but that deposit hath not been withdrawn.						
53	1	72	1153.	Desfossés vs. Quebec Fire Office ...	14	12	11		
			This Sum was deposited by the Defendant, with a plea of perpetual Exception; a Judgment hath been since rendered in favor of the Plaintiff, for a much larger Sum, and that Judgment has been appealed from by the Defendant, to the Court of Queen's Bench, and is now pending there; and that deposit hath not been withdrawn.						
Carried over.....			£	1949	4	6	78	0	6

RETURN, to be laid before the Legislative Assembly, in obedience to a requisition for that end and effect, bearing date, Secretary's Office, Quebec, 28th March, 1855; shewing the amount of Money in the hands of the Prothonotary at Quebec, remaining unclaimed, and to whom belonging, &c.—(Continued.)

				Du.			Cu.			
				£	s.	d.	£	s.	d.	
			<i>Brought over</i>	1240	4	6	78	0	6	
51	20	01	051. Fabrique, of Quebec, <i>vs.</i> Bilodeau... This Sum was deposited by the Defendant, with his pleas of Defenses and Exception <i>perpetuelle</i> ; a Judgment for the Plaintiff hath since been rendered for a larger Sum, but the deposit hath not been withdrawn.	8	15	0				
58	8	08	1197. Fabrique Ste. Famille <i>vs.</i> Poulin.... This Sum was deposited by the Defendant with his plea of perpetual Exception, in an action <i>Petitoire</i> ; that action is now pending, and that deposit hath not been withdrawn.	5	0	0				
58	20	84	1322. Girard <i>vs.</i> Quebec..... This Sum was deposited by the Defendants with a plea of perpetual Exception, in an action of Damages; Judgment has been since rendered for the Plaintiff, but that deposit hath not been withdrawn.	11	0	0				
54	0	5	1057. Guerard <i>vs.</i> Girard..... This Sum of 80s was deposited by the Defendant, with a plea of Exception <i>peremptoire à la forme</i> , which plea was subsequently dismissed with costs, but that deposit hath not been withdrawn, and it is supposed that the same belongs to the Honorable N. F. Belleau.	1	10	0				
54	25	87	1074. Gilmour <i>vs.</i> Berry..... This Sum was deposited by the Defendant, with a plea of perpetual peremptory Exception; that Cause is now pending, and the deposit hath not been withdrawn.	97	14	8				
55	3	25	1817. King <i>vs.</i> Breakey..... This Sum was deposited by the Defendant with a plea of Exception <i>à la forme</i> , in an action of Debt on a Deed; that action is now pending, and that deposit hath not been withdrawn.	1	10	0				
51	18	57	1601 Larouche—Exparte.....	0	10	0				
51	18	59	do do do..... These Sums form part of a larger Sum deposited, and reported upon by a Report of distribution, and therein were reported as being to be paid to the Prothonotary, for the services adverted to in such Report; and, at the hearing of the Rule to homologate such Report, an objection was raised to the items, and they were reserved, subject to the future consideration of the Court, but have not since been brought under the consideration of the Court.	0	10	0				
<i>Carried forward</i>				£	1870	14	2	78	0	6

RETURN, to be laid before the Legislative Assembly, in obedience to a requisition for that end and effect, bearing date, Secretary's Office, Quebec, 28th March, 1855; shewing the amount of Money in the hands of the Prothonotary at Quebec, remaining unclaimed, and to whom belonging, &c.—*Continued.*)

			DR.			CR.					
			£	s.	d.	£	s.	d.			
			<i>Brought forward</i>			1870	14	2	78	0	6
54	2	20	2078.	Lockquell vs. O'Neil		4	6	9	This Sum was deposited by the Defendant, with his plea of peremptory Exception; and a Judgment hath since been rendered for the Plaintiff for a larger Sum, in an action of Debt for wages, but that deposit hath not been withdrawn.		
54	16	70	1695.	Leaycraft vs. Ruston		4	0	0	This Sum was deposited by the Defendant in an action of Assumpsit, to meet incidental expenses of a trial by a Jury; that cause is now pending, and such Jury trial has not yet obtained.		
49	7	76	2822.	Mernagh vs. Gowen		1	14	7	This Sum was deposited by the Defendant with his plea of peremptory perpetual Exception, in an action of Assumpsit; that action is now pending, and that deposit hath not been withdrawn.		
51	10	78	581.	McCord vs. Motz		5	0	0	This Sum was deposited by the Defendant, with his plea of peremptory Exception, which plea was subsequently dismissed with costs, in an action of Account; that action is now pending, and that deposit hath not been withdrawn.		
52	16	5	1882.	Motz vs. Bussières		7	0	0	This Sum was deposited by the Defendant with a plea of peremptory Exception, in an action evoked from the Circuit Court; that action is now pending, and that deposit hath not been withdrawn.		
54	12	61	1505.	McDonald vs. Miller		1	10	0	This Sum was deposited by the Defendant in an action <i>pro socio</i> , with their plea of Exception <i>à la forme</i> ; that action is now pending, and that deposit hath not been withdrawn.		
51	8	21	948.	Patton vs. Talbot		15	0	0	This Sum was deposited by the Defendant in an action <i>Hypothécaire</i> , for <i>Lods et ventes</i> ; that action is now pending, and that deposit hath not been withdrawn.		
54	14	48	} 691.	Poiré—Experte		89	10	0	This Sum was deposited by Charles Edouard Poiré, Petitioner for Ratification, and was subsequently distributed in the manner following, that is to say: By Report of Distribution No. 2, to wit:—		
52	19	66									
			<i>Carried over</i>	£	1491	15	5	78	0	6	

RETURN, to be laid before the Legislative Assembly, in obedience to a requisition for that end and effect, bearing date, Secretary's Office, Quebec, 28th March, 1855; shewing the amount of Money in the hands of the Prothonotary at Quebec, remaining unclaimed, and to whom belonging, &c.—(Continued.)

			Dr.			Cr.			
			£	s.	d.	£	s.	d.	
Brought over			1491	15	6	78	0	0	
Poiré—Exparte.—(Continued.)									
		Poundage	0	15	8	0	16	8	
		Prothonotary, column 1.	2	13	9	2	12	0	
		U. J. Tessier, column 2.	2	13	0	2	13	0	
Paid them .	}	Marie Elizabeth Ross, column 3	25	0	0	25	0	0	
		do do do	36	0	0	36	0	0	
		U. J. Tessier	2	17	2	2	17	2	
		Prothonotary	0	10	0	0	10	0	
<u>£70 9 7</u>									
The residue of that Sum remains yet subject to the Order of the Court.									
54	9	01	157.	Pollock vs. Railton	3	0	0		
This Sum was deposited by the Plaintiff, to cover Expenses of a Jury Trial; that action is yet pending, and that deposit hath not been withdrawn.									
55	0	24	1435.	Price vs. Tweddell	57	13	10		
55	0	18	do	do do	12	15	7		
The said Sum of £57 13s. 10d., was deposited by Allan Gilmour & Company, Garnishees, in the said Cause; and the said Sum of £12 15s. 7d., was deposited per James Gibb, another Garnishee; contestations in that Cause have been raised between certain of the parties thereto; they are now pending, and the said Sums of money remain to be adjudicated upon.									
58	32	75	744.	Quebec Bank vs. LeMesurier	64	12	0		
This Sum is the balance of a deposit remaining in the hands of the Prothonotary, of a larger Sum distributed; that Cause is still pending, and that Sum remains unadjudicated upon.									
47	1	0	1142.	Rouleau vs. Rouleau et al.	50	0	0		
48	9	7	do	do do				16 6 0	
49	7	70	do	do do				17 1 1	
This Sum was deposited by the Plaintiff in an action <i>en Resiliation de donation</i> ; that action hath since been finally determined, and those moneys were attached in the hands of the Prothonotary, and the respective Sums of £16 6s. 0d. and £17 1s. 1d., were subsequently adjudicated to be paid to certain Creditors of the Defendants; and the residue of that deposit hath not been withdrawn.									
Carried forward			£	1670	16	11	181	17	2

RETURN, to be laid before the Legislative Assembly, in obedience to a requisition for that end and effect, bearing date, Secretary's Office, Quebec, 28th March, 1855; showing the amount of Money in the hands of the Prothonotary at Quebec, remaining unclaimed, and to whom belonging, &c.—(Continued.)

			Dr.			Cr.						
			£	s.	d.	£	s.	d.				
			<i>Brought forward</i>			1679	10	11	181	17	2	
47	28	62	1769.	Rioux <i>vs.</i> Damour <i>et al.</i>					17	14	2	
			This Sum was deposited by the Plaintiff in an action <i>en retrait</i> ; that action hath since been dismissed as to one of the Defendants only, and is now pending as to three others of the said Defendants; and that deposit hath not been withdrawn.									
54	16	52	398.	Ruston—Exparte								
			Of a deposit in this Cause made and subsequently distributed, the following Sums due to the persons hereinafter named, have not been withdrawn, to wit:—									
			In favor of the Crown, column 3 ..			105	0	0				
			do Joseph N. Bossé, column 4. . .			2	0	6				
			do Louis Huet Massuc, and Esther Perrault, his Wife			36	11	5				
			Lelièvre and Angers			3	7	2				
54	10	98	1870.	Skitt <i>vs.</i> Russell					1	10	0	
			This Sum was deposited by the Defendant with a plea of Exception <i>à la forme</i> , which hath since been dismissed with costs, and that Sum appears to belong to Messrs. Stuart & Vannovous, as Attorney for the successful party on that plea; but that deposit hath not been withdrawn.									
54	17	16	684.	Samson <i>vs.</i> Paradis					120	5	6	
			This Sum was deposited by the Defendant with a plea of perpetual Exception; that Cause is now pending, and that deposit hath not been withdrawn.									
54	6	91	1976.	Trudel <i>vs.</i> Roy					12	8	8	
			This Sum was deposited by the Defendant in an action of Account; that action is now pending, and that deposit hath not been withdrawn.									
54	20	43	604.	Thompson <i>vs.</i> Thompson					2	16	0	
			This Sum was deposited by the Defendant with a plea of perpetual Exception; that Cause is now pending, and that deposit hath not been withdrawn.									
55	4	64	1941.	Torrance <i>vs.</i> Mackie					1	10	0	
			This Sum was deposited by the Defendant with a plea of peremptory Exception <i>à la forme</i> ; that Cause is now pending, and that deposit hath not been withdrawn.									
			<i>Carried over</i>			£	1982	14	11	181	17	2

RETURN, to be laid before the Legislative Assembly, in obedience to a requisition for that end and effect, bearing date, Secretary's Office, Quebec, 28th March, 1855; shewing the amount of Money in the hands of the Prothonotary at Quebec, remaining unclaimed, and to whom belonging, &c.—(Continued.)

				Dr.			Cr.		
				£	s.	d.	£	s.	d.
Brought over				1982	14	11	181	17	2
54	9	12	68. Vallean vs. Kane	1	10	0			
This Sum was deposited by the Defendant with a plea of peremptory Exception <i>à la forme</i> ; that Cause is now pending, and that deposit hath not been withdrawn.									
48	8	15	358. Wilson vs. Dinning	2	9	0			
This Sum was deposited by the Defendant with a plea of peremptory Exception; that Cause is now pending, and that deposit hath not been withdrawn.									
54	22	17	613. Walker vs. Wanner	80	0	0			
Of a deposit in this Cause made and subsequently distributed, the following Sums due to the persons hereinafter named, have not been withdrawn, to wit:—									
In favor of G. O. Stuart, column 3....				12	9	1			
" Lelièvre & Angers, " 4....				6	10	8			
" Ferdinand Roberge " 16....				0	2	8			
" Joseph Lapierre, " 17....				0	0	10			
" Elzéar Boutin, " 19....				0	8	1			
" Adolphe Boutin, " 20....				0	2	1			
" John Neville, " 22....				0	9	4			
" Richard Magher, " 24....				0	0	0			
" Terrance O'Brien, " 25....				0	10	0			
" Pat. Develin, " 26....				0	8	2			
" Charles Develin, " 27....				0	2	3			
" Francis Develin, " 28....				0	2	3			
" John Burke, " 29....				0	2	8			
" John McMahon, " 32....				0	4	8			
" James Sinjohn, " 33....				0	8	3			
" Kenneth Sutherland " 34....				5	1	4			
£ 2098 11 11							181	17	2
Balance now in hands of Prothonotary....				.....	.....	£	1011	14	0
£ 2098 11 11							2098	11	11

BURROUGHS and Fiset,
Prothonotaries.

PROTHONOTARY'S OFFICE,
Quebec, 28th March, 1855.

RETURN shewing the Amount of Money in our hands as CLERK of the CIRCUIT COURT, QUEBEC CIRCUIT, remaining to be paid by us in the different cases hereinafter mentioned, and also Money to be awarded by the said Circuit Court, and other Money awarded by Reports of Distribution homologated.

	£	s.	d.		£	s.	d.
Frechette vs. Labano	1	5	0	<i>Brought up</i>	108	0	4½
Letourneau vs. Drouin	0	2	0	Carrier vs. McKay, Distribution ..	0	4	0
Allard vs. Hardy	1	10	0	Alain vs. Archer	0	8	2
Laneau vs. Brousseau	0	10	10½	Hunt vs. Anderson	12	1	3
Gibson vs. Denis	0	6	10½	Wilford vs. Lamotte	0	3	0
Gallagher vs. Armstrong	0	10	0	Corporation vs. Prémont	0	8	10
Genest vs. Baron	0	1	0	Brochu vs. Touchette	0	12	0
Bussiéro vs. Gagné	0	1	3	Huot vs. Bambrick	1	11	3
Savage vs. McLeod	0	15	0	Duchene vs. Guenette	1	5	0
Galarneau vs. McLeod	1	4	5	Lapierre vs. Shane	3	12	0
Fortier vs. Walker	0	10	0	Blouin vs. Emond	1	15	0
Cloutier vs. Lessard	0	2	0	Têtu vs. Pouliot	8	17	5
Tossier vs. Poy	0	4	4½	St. Amand vs. Taschereau	2	2	6
Charlton vs. Bégin	0	2	6	Ketz vs. Roy	4	17	6
Gauvin vs. Mechan	0	2	0	Kelly vs. Miller	1	1	10½
Boule vs. Breton	0	11	0	Shee vs. Fortier, Report not homologated	111	0	8
Connolly vs. Tripp	2	0	0	Roy vs. Gueran, Distribution, A. Guilmore	1	16	4
Mayor vs. Madden	1	0	8	Mailloux vs. Timms, (suis art) ..	2	19	0
Lepper vs. McDonald	1	16	4	Bernard vs. Smith	7	18	1½
Nadeau vs. Smith	4	8	8	Lelièvre vs. Angers, (not allowed).	2	0	0
Hamel vs. Prouly	0	0	0	LeMesurier vs. French do ..	5	12	6
Mayor vs. Giblin	4	12	6	Boswell vs. Halpin do ..	4	1	0
Motz vs. Barras	0	10	4	Maguire vs. Jackson do ..	2	2	0½
Octeau vs. Paterson	9	0	4				
LeMesurier vs. Giroux	0	5	0	<i>Report Distributions homologated.</i>			
Quinn vs. Labranche, Report ..	11	3	7	Henderson vs. Lemoine:—			
Wilson vs. O'Hare	0	5	10	Allowed L. G. Baillargé	1	10	0
Wilson vs. Lee, Report	1	16	0	do A. Côté & Co.	0	17	0
Thompson vs. Bilodeau, Report ..	1	10	0	do Banque du Peuple	1	1	10
O'Donovan vs. Lafrance, Report ..	2	16	3	do V. Têtu	0	4	10
Forbes vs. Smith, Report	1	10	0	do LeMesurier, Hy. junr.	0	2	0
Roy vs. Morisset	6	1	1	do Robertson	0	1	0
Gosselin vs. Bouchard	0	10	0	do W. Hunt	0	0	11
Lachance vs. Caron	0	16	3	do A. Rowand	0	0	9
Bernier vs. Rigney, Distribution ..	0	11	6	do Js. Lemoine	0	0	8
Lafleur vs. Rigney do ..	0	17	5	do A. Matte	0	0	7
Tromain vs. Brown	0	6	6	do J. G. Tourangeau	0	0	5
Bélanger vs. Bélanger	0	18	4	do J. J. Saurin	0	0	4
Turcot vs. Lefurgy, Distribution ..	1	10	0	do Bethel	0	0	3
Lafleur vs. Rigney, Distribution, and Louis Destroismaisons ..	0	19	8½	do Js. Hewitt & Co.	0	0	2
Lafleur vs. Charles Maucier ..	0	4	6½	do Et. Primeau	0	0	2
and Noël Couture	0	1	10½	Forbes vs. Lafleur:—			
Filiat vs. Fortin, Distribution ..	2	18	7	Allowed Pentland & Pentland ..	1	0	0
Blanchet vs. Routier	0	5	1	Hunt vs. Gennon:—			
Gingras vs. McFarlane, Distribution ..	0	0	6	allowed G. Mathurin	0	12	6
Theberge vs. Daly, Distribution ..	1	18	9	do N. Lavoie	0	15	6
Paquin vs. Mayrand	3	17	9	do B. Gaudreau	0	5	0
Miller vs. Bowin	0	15	10	do Jos. Guymont	0	2	2
Beman vs. Townsend	21	2	5	do William Hunt	0	14	6
L'Enseigne vs. Townsend	6	14	8	do Ant. Vezina	0	8	8
Florence vs. Driscoll, Distribution Jones,	1	0	0	do Chinic & Simard	0	11	0
<i>Carried up</i>	£	108	9 4½	<i>Carried over</i>	£	288	18 7

RETURN showing the Amount of Money in our hands as CLERK of the
CIRCUIT COURT, QUEBEC CIRCUIT, &c.—(Continued.)

	£	s.	d.		£	s.	d.
<i>Brought over</i>	288	14	7	<i>Brought up</i>	297	0	6½
<i>Report Distributions homologated.</i> —(Continued.)				<i>Depôts au Exceptions à la Forme.</i>			
Hunt <i>vs.</i> Gendron.—(Continued)				Wilson <i>vs.</i> McCrehan	1	0	8
Allowed William Price	0	11	3	Murphy <i>vs.</i> White	1	6	8
do Et. Michon	0	2	3	O'Rourke <i>vs.</i> McCauly	1	6	8
do H. Cimon	0	11	0	Malony <i>vs.</i> Leamy	1	6	8
do L. Jones	0	2	6	Stapleton <i>vs.</i> Larny	1	6	8
Henderson <i>vs.</i> Lemoine:—				Burns <i>vs.</i> O'Farrell	1	6	8
Allowed Vital Têtu.....	1	18	5	Rolph <i>vs.</i> King	1	6	8
do H. LeMesurer, junior.	0	14	7	Lamford <i>vs.</i> Henry.....	1	6	8
do A. Robertson	0	12	10	Giroux <i>vs.</i> Landry	1	6	8
do W. Hunt	0	6	1	Burns <i>vs.</i> Gordon	1	6	8
do A. Rowand	0	4	7	Michon <i>vs.</i> Lemoine	1	6	8
do A. Matte	0	2	7				
do J. J. Saurin	0	1	8	<i>Distributions not homologated.</i>			
do James Hewitt	0	0	10	Dion <i>vs.</i> Labbée.....	204	7	6
do E. Primeau	0	0	9½	Theberge <i>vs.</i> Moreau	13	9	8
Bambrick <i>vs.</i> Vallières, Distribu-				Blanchard <i>vs.</i> Carrier.....			
tion:—				Moreau <i>vs.</i> Gagnon.....	1	16	11
Allowed R. Bambrick	0	6	6	Labbée <i>vs.</i> Couture	853	3	8
do Stafford	0	7	7	LeMesurier <i>vs.</i> Nelson	37	1	6
do J. Bethel	0	2	6	Reynar <i>vs.</i> Lee	2	7	0½
do W. B. Vallean	0	6	0	Gagnon <i>vs.</i> Dufour.....	64	3	0
do George McKay	0	5	0				
Blanchard <i>vs.</i> Carrier, Distribu-							
tion:—							
Allowed J. N. Bossé	1	10	0				
<i>Carried up</i> £	297	0	6½	Total	£ 1487	13	11

A true copy from the Books of Deposits of the Circuit Court, Quebec Circuit, Quebec, this 17th April, 1855.

BURROUGHS & Fiset,

Clerk, Circuit Court.

STATEMENT of the Amount of Moneys now in the hands of Messrs. MONK, COFFIN, & PAPINEAU, JOINT PROTHONOTARY of the SUPERIOR COURT for LOWER CANADA, DISTRICT of MONTREAL; also, shewing the Amount now in their hands ordered to be paid under Judgments of Distribution, rendered in the said Court, but not paid over to the parties collocated, the Prothonotary not having been called upon for payment.

No.	NAMES of PARTIES.	Amount now in the hands of the Prothonotary.		BY WHOM DEPOSITED.	Amount now in the hands of the Prothonotary collocated under Judgments of Distribution and not paid.		REMARKS.
		£	s. d.		£	s. d.	
1568	J. G. Laviolette, Plaintiff;	98	8 5	Defendant			Pending.
	vs.						
	Antoine Rousseau, Defendant						
2452	Dame Mary Price, Plaintiff;	20	0 0	Defendants			Pending.
	vs.						
	Wolfred Nelson, Defendant;						
1089	and	294	4 7	Petitioner			Judgment of Ratification of Title confirmed by the Court.
	Robert McKay, Intervenant						
	Exparte.						
1070	Alexander Simpson, Petitioner;	12	7 4	Petitioner	12	7 4	Report of Distribution and collocation filed, contested, and undecided.
	for confirmation of Title Deed;						
	and						
	Divers Opposants						Judgment of Ratification of Title confirmed by the Court.
	Exparte.						Judgment of Ratification of Title confirmed by the Court.
	Charlotte Roy, Petitioner;						Judgment of Ratification of Title confirmed by the Court.
	for confirmation of Title Deed;						Judgment of Ratification of Title confirmed by the Court.
	and						Judgment of Ratification of Title confirmed by the Court.
	Divers Opposants.						Judgment of Ratification of Title confirmed by the Court.
	Carried over	425	0 4		12	7 4	

Ovide Calixte Mailloux, residing in the city of St. Louis, in the State of Missouri, one of the United States of America

STATEMENT of the Amount of Moneys now in the hands of MESSRS. MONK, COFFIN, and PAPINEAU, JOINT PROTHONOTARY of the SUPERIOR COURT for LOWER CANADA, DISTRICT of MONTREAL, &c.—(Continued.)

No.	NAMES OF PARTIES.	Amount now in the hands of the Prothonotary.	BY WHOM DEPOSITED.	Amount now in the hands of the Prothonotary collocated under Judgments of Distribution and not paid.	REMARKS.
		£ s. d.		£ s. d.	
1108	<i>Brought over</i> Exparte. The Commissioners of the Harbour of Montreal, Petitioners; for confirmation of Title; and Divers Opposants.....	425 0 4		12 7 4	Judgment of Ratification of Title confirmed by the Court.
1415	Frederick Veit, <i>et al.</i> , Plaintiff; vs. George Busby, <i>et al.</i> , Defendant; and John Allan, <i>Adjudicataire</i> ; at sale by Licitation.....	820 0 0	Petitioner.		Report of Distribution and collocation filed, contested and undecided.
1787	Pierre Soly, Plaintiff; vs. The Grand Trunk Railway Company, Defendants.....	53 0 6	The <i>Adjudicataire</i> deposited the amount of his purchase money.....	53 0 6	Judgment of Distribution rendered in this cause and paid by the Prothonotary, with the exception of the amount awarded to the said George Busby, remaining unpaid in consequence of an opposition <i>en sous ordre</i> filed by T. J. Busby, which is still pending and undecided.
		26 0 0	Defendant		Pending.

No.	NAMES OF PARTIES.	Amount now in the hands of the Prothonotary.	BY WHOM DEPOSITED.	Amount now in the hands of the Prothonotary collocated under Judgments of Distribution and not paid.	REMARKS.
		£ s. d.		£ s. d.	
55	The Right Hon. Edward Ellice, Plaintiff; vs. John Robb, junior, Defendant.....	105 0 0	Plaintiff		Pending.
2662	C. A. Cuthbert, Plaintiff; vs. Amable Baron dit Lefrenière, Defendant.....	10 0 0	Plaintiff		Pending.
233	Guillaume Lamothe, Plaintiff; vs. Joseph Mailhot, Defendant.....	50 0 0	Defendant		Pending.
308	Andrew B. Stewart, <i>et al.</i> , Plaintiffs; vs. Joseph Beaudry, Defendant.....	320 6 23	Defendant		Pending.
1159	Exparte. William Morrison, Curator to the vacant estate and succession of the late Charles Morrison, deceased, Petitioner; for Calling in the Creditors of the said late Charles Morrison.....	13 3 6	Petitioners	2 15 9 1 6 5 0 7 4 0 5 7 2 15 3 5 13 2	Judgment of Distribution rendered in this cause and paid by the Prothonotary, with the exception of five collocations amounting to £13 8s. 6d., as herein set forth, not paid by them in consequence of the parties not having requested payment.
486	Exparte. The Mayor, Aldermen, and Citizens of the City of Montreal; and Jean Louis Beaudry, Interested party.....	650 0 0	Corporation of the City of Montreal.....		Pending.
501	John Gilmour, <i>et al.</i> , Plaintiffs; vs. Charles Peters, Defendant.....	31 5 0	Defendant		Pending.
1805	Exparte. The Grand Trunk Railway Company of Canada, Petitioners; For Confirmation of Title; and Divers Opposants.....	2196 8 2	Petitioners		Pending.
	<i>Carried over</i>	4700 2 81		78 11 4	

STATEMENT of the Amount of Moneys now in the hands of Messrs. MONK, COFFIN, and PAPINEAU, and PAPINEAU, JOINT PROTHONOTARY of the SUPERIOR COURT for LOWER CANADA, DISTRICT of MONTREAL, &c.—(Continued.)

No.	NAMES OF PARTIES.	Amount now in the hands of the Prothonotary.		BY WHOM DEPOSITED.	Amount now in the hands of the Prothonotary collocated under Judgments of Distribution and not paid.		NAMES OF PARTIES COLLOCATED.	REMARKS.
		£	s. d.		£	s. d.		
1308	<i>Brought over</i> The Grand Trunk Railway Company of Canada, Petitioners; For confirmation of Title; and Divers Claimants.....	4700	2 8½	.....	78	11 4	.....	.....
		458	8 1	Petitioners .....	.....	.....	.....	Pending.
		117	2 1	Defendant .....	.....	.....	.....	Pending.
652	Robert Girwin, Plaintiff; vs. Charles Hagar, et al., Defendants William Ethot, et al., Plaintiffs;	5	0 0	Plaintiffs .....	.....	.....	.....	Pending.
1258	John Anderson, et al., Defendants.....	.....	.....	.....	.....	.....	.....	.....
	Total amount in the hands of the Prothonotary	5280	13 10½	£	78	11 4	.....	.....

MONK, COFFIN, & PAPINEAU.
Prothonotary Superior Court.

PROTHONOTARY'S OFFICE,
 Montreal, 7th April, 1855.

STATEMENT of the Amount of Moneys now in the hands of SAMUEL WENTWORTH MONK, Esquire, formerly JOINT PROTHONOTARY with the late ROBERT LESTER MORROGH, Esquire, of the late COURT of KING'S BENCH, for the DISTRICT of MONTREAL.

No.	NAMES OF PARTIES.	Amount now in the hands of the said S. W. Monk.	BY WHOM DEPOSITED.	Amount in the hands of the said S. W. Monk, collocated under Judgments of Distribution and not paid.	NAMES OF PARTIES COLLOCATED.	REMARKS.
168 353 & 1092	Robert Gillespie, <i>et al.</i> , Plaintiffs; <i>vs.</i> John Spragg, <i>et al.</i> , Defendants; and Peter McGill, <i>et al.</i> , Garnishees; and James Hutchison. <i>et al.</i> , Intervening parties	£ 5056 18 9	By James Henry Lambe, one of the Garnishees in this cause.	None.....		Claimed by James Hutchison, of England, one of the Intervening Parties in this cause.—Pending.

S. W. MONK,
Prothonotary

PROTHONOTARY'S OFFICE,
Montreal, 7th April, 1855.

PRINTED BY ROLLO CAMPBELL, CORNER OF YONGE AND WELLINGTON STREETS, TORONTO.

RETURN

To two Addresses from the Legislative Assembly of the 8th November last; for Statement and information respecting the Longueuil and Chambly Road, and respecting the Granby Road.

By Command,

GEO. ET. CARTIER,
Secretary.

Secretary's Office,
Quebec, 23rd April, 1855.

(Translation.)

ST. CESAIRE, 21st September, 1853.

HONORABLE SIR,

We beg to inclose you a petition signed by more than 200 persons resident in the parish of St. Césaire, complaining of the bad state of the planked and macadamized road between Chambly and Granby.

We flatter ourselves beforehand, that this petition will receive your serious attention, and that justice will be rendered to the petitioners mentioned therein in so far as the complaints brought by them are well founded, and we beg leave to refer you for further information to the Honorable Lewis Thomas Drummond, Attorney General, who only lately had occasion to travel over the said road, and to judge of its condition. Awaiting an answer at your earliest convenience,

We are, Sir,
Your most humble and devoted servants,

(Signed,)

W. H. CHAFFERS,
T. TESSIER,
I. B. ST. ONGE,
J. B. GALBOURY DUGAS,
CAJ. DORVAL,
BD. COUSINS,
JOHN CARDEN,
WM. CARDEN,
V. MORIN, N.P.

The Honorable Jean Chabot,
Chief Commissioner of Public Works.
Quebec.

PROVINCE OF CANADA,
 District of Montreal
 County of St. Hyacinthe }

The Petition of the undersigned, resident and domiciled in the Parish of St. Césaire, in the County, District and Province of Canada.

RESPECTFULLY SHEWETH :

That on the first day of the month of August in the year 1851, the following public work, to wit:—The planked and macadamized road known as the Chambly and Granby road commencing at St. Mathias at the bridge belonging to John Yule, Esquire, in the parish of St. Mathias, thence continuing through Ste. Marie du Monnoir, St. Césaire, St. Paul d'Abbotsford and terminating at the Village of Granby, a distance of about thirty miles, together with all the bridges, toll-gates, toll-houses, and rights of toll thereunto belonging, were ceded and made over to a certain Company incorporated under the provisions of the Acts 12 Vic. cap. 56, and 13 and 14 Vic. cap. 14, and called the Chambly and Granby planked and macadamized road Company.

That the said cession was made subject to the condition. (among others,) that the said Company, their heirs or assigns should keep and maintain in thorough repair the said road, all the bridges, including such as were then constructed, and those which might thereafter be constructed, as well as all other the works and dependencies so transferred to them.

That the said Company, far from conforming themselves to the said condition, have with very few exceptions, left the road and other works go to ruin, that is they have made little or no repairs to them, so that your petitioners (although required to pay toll) find it almost impossible to travel on the said road, especially on that part thereof which is planked, without the risk of breaking their vehicles or laming their horses or other cattle, and sometimes even of losing their lives by the breaking down of their vehicles or the stumbling of their cattle.

That this road is the Church and Town road for the greater part of your petitioners.

That several vehicles have been broken, thus causing great damage to their owners, and a great number of horses have been lamed either by the holes which exist in the said planked road, or by the spikes which project out of the planks of the road and are not driven in again.

That the said Company, although called upon to pay for the damages above mentioned, have refused so to do.

Wherefore your Petitioners pray that you will be pleased to take their Petition into your serious consideration, and order an inspection of the said road by the proper Officer, and thereupon render such justice as you may deem meet.

And your Petitioners will ever pray.

(Signed)

W. H. CHAFFERS, and 236 others.

The Honorable Jean Chabot,
 Chief Commissioner of Public Works, &c.

St. Césaire, 15th September, 1853.

PROVINCE OF CANADA,
 District of Montreal,
 County of Rouville. }

The Petition of the undersigned inhabitants, residing in the Parish of Ste. Marie de Monnoir, in the County of Rouville.

HUMBLY SHEWETH:

1. That the undersigned have to complain of the present state of a great part of the Chambly and Granby Turnpike Road, especially that portion which lies between the Village of Ste. Marie de Monnoir and the Village of St. Césaire.

2. That this road, as well as several bridges forming part thereof, and among others, the large bridge of the Village of Monnoir, are in such a state that it is dangerous to travel upon them by night, and even by day.

3. That this state of things is calculated to occasion considerable damage to the inhabitants of this locality and the neighboring localities, as well as to all travellers using this route, either from the serious accidents to which they are exposed, or from the losses or damages they may incur in their business on account of the difficulty of communicating with facility by means of the said road.

They therefore pray that you will cause an inspection to be made of this road, to ascertain its bad state, in order that such remedy may be applied as may lie within your power, and so order that the whole be repaired as promptly as possible, for the general benefit of the inhabitants residing on the said road, and for the advantage of the public.

And your Petitioners will ever pray.

(Signed) AMB. LABERGE, and 118 others.

To the Honorable Jean Chabot,
 Chief Commissioner of Public Works, Quebec.

Ste. Marie de Monnoir, this 18th September, 1853.

QUEBEC, 18th October, 1853.

Sir,—In reference of your letter of the third instant, I have inspected the road of Chambly and Granby, and I have the honour to inform the Honorable Commissioners of Public Works, that it is in the worst state, and dangerous for those that have to travel on it.

The whole humbly submitted,

P. GAUVREAU.

To Thos. A. Begly, Esquire.
 Secretary of the Department of Public Works.

(Copy)

PUBLIC WORKS, Quebec, 21st Nov., 1853.

GENTLEMEN,—I am directed to notify you that upon an examination which the Commissioners have caused to be made of the Chambly and Granby road, it appears to be in an extremely bad state, and that unless the proper steps are

taken for its immediate repair, the transfer must be cancelled, or such other legal steps taken against you as may be considered most desirable.

I am, Gentlemen,

Your obedient servant,

(Signed)

THOS. A. BEGLY,

Secretary.

Messrs. T. BOUTILLIER, and others, Proprietors of the Chambly and Granby road, St. Hyacinthe.

PROVINCE OF CANADA, }
District of Montreal, }
County of St. Hyacinthe. }

The humble Petition of the undersigned, domiciled and resident in the Parish of St. Césaire, in the County, District and Province aforesaid.

RESPECTFULLY SHEWETH :

That a Petition, signed by more than 200 persons, of the said Parish of St. Césaire, was submitted to you, on or about the 21st of September last, complaining of the bad state of the Turnpike Road, known as the Chambly and Granby road, sold to a Company incorporated in conformity with the Statutes 12th Vic., cap. 56, and 13 & 14 Vic. cap. 14, and called the Chambly and Granby planked and macadamized road; and praying that an inspection of the said road be made by the proper officer, which said inspection was made in the course of the month of October last.

That after the said inspection, the said Company caused a little work to be done, with the view of repairing and improving the said road, but that far from improving they rather damaged it, and made it worse, by taking away the planks and replacing them with large stones, covered with a little earth, so that it is now impossible to travel in safety on the said road, which will be much more dangerous next spring, when the winter roads break up.

That the portion of the said road which remains planked, is full of holes, both wide and deep enough to break the vehicles, or to lame, or even break the legs of the horses or other cattle going over the said road, as has already been the case; and that moreover, the spikes which project out of the planks have not been driven in again, and are very dangerous.

That the rates of toll daily received by the said Company are, in the opinion of your Petitioners, more than sufficient to keep the said road in good repair.

That in consequence of the negligence of the said Company, in keeping the said road in thorough repair, according to the terms of the transfer, your Petitioners are humbly of opinion that the Company ought not to receive any toll until they have repaired the road, and put it in order, the sufficiency or insufficiency of the said repairs to be determined by a person appointed in accordance with the terms contained in the said deed of transfer, to which your Petitioners beg leave to refer.

Wherefore your Petitioners pray, for the reasons aforesaid, that you will be pleased to take their Petition into your serious consideration, and to order that the Company be forthwith required to put the said road into thorough repair, forbidding them, at the same time, to take any tolls until the sufficiency or insufficiency of the said repairs have been decided upon by the proper Officer.

And your Petitioners will ever pray.

(Signed)

J. TESSIER, and 34 others.

St. Césaire, 2nd May, 1854.

LACHINE CANAL OFFICE, Montreal, 1st June, 1854.

STR.—In accordance with instruction received on the 17th of May, I beg leave to submit the following Report, relative to the Chambly and Granby Macadamized and Plank Road. This Road extends from the east end of Yule's Bridge, across the River Richelieu, at Chambly, to the Village of Granby, a distance of thirty miles, which appears to have been divided into three sections, viz:—

- 1st. From Chambly to St. Marys.
- 2nd. " St. Marys to St. Césaire.
- 3rd. " St. Césaire to Granby.

That portion of the road between Chambly and St. Marys, a distance of six miles, was originally built of macadamized stone, and is now in good repair.

From St. Marys to St. Césaire, a distance of nine miles, the roadway (with the exception of one mile was originally made of three inch plank, and was, I should judge, when built, a fine road, but is now in a ruinous condition, caused by the planks, which are very much worn and decayed, giving way or breaking with the weight of a horse and carriage, which renders the travelling on this portion of it both tedious and dangerous.

From St. Césaire to Granby, the distance is fifteen miles—three miles of this section extending from St. Césaire east was also built of plank, and is in the same ruinous condition as that above described, except one mile and a quarter, which was re-planked about one year ago. The remainder of this section, which is twelve miles, was built of macadamized stone, and is now in good repair, although it is said that very little has been expended on it in repairs for years. The portion of the road which the inhabitants so much complain of is that which was built of plank, and is about eleven miles in length; some two miles of this distance has been re-planked within two years, reducing the distance to nine miles, which require immediate repairs; some temporary repairs have recently been made, by filling in earth and stone where the plank was broken, and in some instances the planks have been removed, and stone thrown in promiscuously, without being broken and covered with earth. This method of repairing the road is very much complained of, particularly in wet weather, when the wheels of loaded wagons cut through the earth placed on the road, as above described, causing much delay, and in some instances breaking them down. Several horses have been injured by breaking through the plank, and I am informed one had its leg broken. It appears that the proprietors of the road are not disposed to submit or repair it in a satisfactory manner; there is now on the three miles of road east of St. Césaire, a sufficient quantity of plank to re-lay about three-quarters of a mile, which are owned by the inhabitants, who are willing to sell them for a reasonable price, but the Company is not disposed to purchase them. There is also a large amount of stone delivered at various places on the line of the road, which can be purchased at reasonable rates, a portion of which, I believe, are owned by the Company, and are used for repairs as above described. This method of repairing the work will increase the cost of permanent repairs, and should not be allowed.

Quite an exciting scene occurred at the Church door but a short time since concerning the way this portion of the road is kept when the people threatened to turn out in mass to destroy the gates, and throw the planks into the ditches. I am also informed that the Company shield themselves behind the plea, that it is a Government Road, &c., &c., consequently they are not responsible. How much these reports have been exaggerated by conflicting parties I am not able to state, but one thing is certain, and that is, the inhabitants have just cause of complaint against the Company, who compel them to pay toll for travelling on the road over which teams cannot pass faster than a walk with safety.

Below will be found the estimated cost in detail for re-planking and Macadamizing that portion of the road which requires immediate repairs, also, the Petition and other papers, which were handed to me by Mr. Page.

I am, sir,
Your obedient Servant,

JOHN. J. LIPPELL.
Engineer.

T. A. Begly, Esquire,
Secretary Public Works, Quebec.

Estimated Cost, in detail, for Re-planking Nine Miles of the Chambly and Granby Road.

Estimated cost per mile—

150,500 feet Board, measure 3 inch Plank at 25s.....	£188	2	6
Removing old and preparing Roadway for new Plank....	12	10	0
Delivering and Laying new Plank.....	25	0	0
Spikes, &c., &c.....	2	10	0
	£228	2	6

Superintending, &c., say	22	0	0
Total Estimated cost per Mile.....	£250	2	6
			9

Total Estimated cost for Nine Miles.....£2251 2 6

Estimated Cost, in detail, of necessary Repairs for the Chambly and Granby Road with macadamised stone, the metal to be Eleven feet wide, and One foot six, inches thick at the centre.

Estimated cost per mile 340 toise, macadamized stone, placed on the Road, at 37s. 6d per toise.....	£632	10	0
Repairing Road bed, &c.....	7	10	0
	£640	0	0

Superintending, &c., say.....	£64	0	0
Total Estimated cost per mile.....	704	0	9

Total Estimated cost per nine Miles£6336 0 0

R E T U R N

To an Address from the Legislative Assembly of the 8th ultimo, for Copies of Report on Complaints preferred against Mr. G. L. Marler, J.P. ; and Statement of Expense of the said Report.

By Command.

GEO. ET. CARTIER,

Secretary.

Secretary's Office,

Quebec, 25th April, 1855.

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*[It was ordered, by the Standing Committee on Printing, that the Documents accompanying the said Return be not printed in the Appendix to the Journals.]*

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# R E T U R N

To an Address from the Legislative Assembly, of the 25th September, 1854, for Statements relative to Claims of Sufferers, by the inundation on both sides of Lake St. Francis, above the Beauharnois Canal, and Expenses consequent upon the investigation of the same; and also, with reference to the Public Highways on both sides of Lake St. Francis.

By Command.

GEO. ET. CARTIER,

Secretary.

SECRETARY'S OFFICE,

Quebec, 25th April, 1855.

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## REPORTS and STATEMENTS, &c., relative to DAMAGES, caused by the BEAUHARNOIS CANAL.

- 2.—Report of Messrs. Sirois and Burroughs, on Claims in Lancaster, arising from Beauharnois Dam, No. 21652.
  - 3.—Report of Messrs. Sirois and Burroughs, on Claims in Lancaster, arising from Beauharnois Dam, No. 21653.
  - 4 and 5.—Report of Messrs. Sirois and Burroughs, (detailed,) of their proceedings as Commissioners, for investigating Claims, No. 25058, together with statement of do, No. 25058.
  - 6.—Report of Messrs. Sirois and Burroughs, on Claims at Catherinestown, St. Louis de Gonzague, Ormstown, Helenstown and North Georgetown, marked A.
  - 7.—Report of A. B. Sirois, Huntingdon Plank Road, No. 23848.
  - 8.—Report of Sirois and Burroughs, on Claims, No. 22543.
  - 9.—Report of Sirois and Burroughs, (detailed,) No. 22544.
  - 10.—Report of Sirois and Burroughs, of Claims, No. 21252.
  - 11.—A. B. Sirois, two lists, Payments at Charlottenberg, No. 23903.
  - 12.—Agreement between A. B. Sirois, Esquire, *esqualité*, and John Joseph Loy, Esquire.
  - 13.—Bond of Orlon and B. W. Bridges, as security for J. J. Loy.
  - 14 to 25.—Letters from A. B. Sirois and J. Burroughs, to the Department, No. 20755, and two inclosures, 20892, 21088, 21148, 21368, 21497, 22685, 23298, 24187, 24363.
  - 26.—Statement of Moneys paid Commissioners.
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## No. 2.

To the Honorable the Commissioners of Public Works for the Province of Canada.

The undersigned have the honor to report, that in conformity with their instructions, they visited and inquired into the damages ascribed to the erection of the Beauharnois Dams, and situate in the Parishes of St. Timothy, St. Louis de Gonzague, and in the Township of Lancaster; a settlement was come to with the great majority of claimants in these several localities, and the indemnity being duly approved of by the Honorable the Commissioners, has in most instances been paid. We confine ourselves in our present Report, to a detail of our proceedings in the Township of Lancaster.

The above Township, situate in the County of Glengarry, in Upper Canada, joins Lower Canada on the East, its front following the margin of the St. Lawrence, which here expands, and bears the name of Lake St. Francis. The width of the Township is about ten miles; it is divided into lots of six acres wide, containing two hundred acres in superficies. The proprietors of the front lots have really suffered great damage from the increase which, since 1849, has taken place in the height of the St. Lawrence waters. This increase they ascribe to the construction in the said year, of the Beauharnois dams, though they are ready to admit that the waters of the Upper Lakes, more particularly during the last year, have also been above their ordinary level. The greater part of the land bordering on the Lake is low and flat, and moreover intersected by large streams, which, instead of emptying themselves in the Lake, have for the last three or four years conveyed the Lake waters through the depth of the lands. In these parts as may be inferred, the damages suffered are caused wholly by inundation; the rest of the Township, and particularly that part which adjoins the line of separation between the two sections of the Province, is guarded against inundation by high banks, but these being composed of loose earth, and without the protection of a single rock, are constantly undermined by the action of the water at their base; they, in consequence, break down in large pieces, and are washed away during the year to a considerable extent, giving thereby rise to damages in several instances of no inconsiderable extent. The inhabitants however admit, that the Lake has at all times worn away its banks, but since 1849, the year the dams at the head of the Bauharnois Canal were completed, the difference in the quantity worn away has, according to their statement, been so marked, that they cannot but feel convinced that the dams are the main cause of their damage. The banks in their highest parts, are from seven to nine feet above the water, which measures about two feet in depth, at their base a strong wind acting on the wide expanse presented by Lake St. Francis, adds powerfully to the effect of its waters, and this, taken in connection with the fact that the waters are to the depth of two feet and more in immediate contact with the Banks, would render it very difficult to protect them effectually, unless at a great expense. The inhabitants also state, that previous to 1850, the Lake waters were not in contact with the banks, but were bounded by a kind of sand ridge or beach quite sufficient to stay them in their fury, and render them harmless.

For estimating the different claims we visited and examined as far as possible, the damaged land, in order to form a correct opinion of the losses sustained; in justice to the great number of Lancaster claimants we must say, that they were reasonable in their expectations of indemnity, and well disposed to agree to an equitable settlement.

From general report no damages of any consequence ever occurred by inundation in Lancaster, before the erection of the dams, then they began to be felt, and have ever since been on the increase; some people say, that in one or two instances the Lake overflowed the lands on its borders to the same extent that it has done during the last year, but that no damage was caused by reason of the waters having retired to their ordinary bed within a very short space of time. In forming our estimate of the claims submitted, we gave due weight to the fact admitted by all, that the waters of the St. Lawrence have been more particularly during the present year (1853,) above their ordinary level through natural causes.

There are four claims to which we would call particular attention, viz:—those of Murdock McPherson, proprietor of the east half of lot No. 13, and of lot No. 14, amount claimed £800: John McPherson, proprietor of lot No. 15, amount claimed, £840: John McBeau, proprietor of lot No. 16; and of the East half of lot No. 17, amount claimed £1,770: Murdock Ross, proprietor of lot No. 10, and of the East half of lot No. 11, amount claimed £676.

The above claimants, in our opinion, demand much more than the value of their lots. From the soft spongy nature of the soil whereon the damages of the three first above mentioned are represented to have occurred, and from the standing timber covering it. It was however impossible for us to go over the ground, and form an accurate estimate of the damages suffered; nevertheless for the purpose of preparing the way for an arbitration in due course of law which these parties were desirous of resorting to, we offered them in compensation a certain sum, which from their own statement of losses and from other information we thought fully adequate to cover all injury by them received; our offer proving much beneath their demands, as will be seen by the detail hereinafter given, was refused, and the said three claimants resolved to resort to an arbitration as by law provided in such cases. They signed a deed to that effect before A. B. Sirois, N.P., (in Lower Canada) naming the arbitrators on their part. They requested at the same time that matters should be proceeded with as speedily as possible.

There is one point deserving of careful investigation in relation to the above claimants, viz.:—whether the marsh and bush land which forms nearly the whole amount of their damaged land can be considered as really belonging to them, inasmuch as it is situate, if we have been correctly informed, on the South side of the front or base line from which the lots were originally measured, and forms part of the broken front of the Township. We must say however that from the wording of the title-deeds at least of John McBean, which we saw, the margin of the Lake is the Southern boundary of these lots. To settle this question the original survey, plans and documents would require to be examined, and moreover an actual survey ought to be made in accordance with the description given in the original titles.

We may also here remark, that the marsh and bush land on the lots of the above three claimants forms a point which advances some twenty-five acres into the lake, and has always been known, as a reference to any map of the country will show, as Pointe Moncilbée. The proprietors themselves we believe acknowledge that the soil on this point if cleared of the wood which covers it, would not prove of any value for the purpose of agriculture. The standing timber which they urge has been destroyed by the lake waters, forms their great item of damage. Their marsh land they represent also as having been, previously to 1850, of great value to them from the quantity of marsh hay it produced for the fattening of cattle.

We must again be permitted to call attention to another fact of importance connected with the above three claimants, that is, that all the original deeds relating to Lancaster, that we have seen, contain a reservation on the part of the

Crown of all White Pine timber growing or to grow on the land. Their damaged timber is in great part we believe White Pine.

In the offers made by us to the three above claimants for the purposes of leading to a regular arbitration as before stated, we do not wish to be understood to mean, that had they accepted our offers we would have been disposed to recommend that the amount of such offers be respectively paid them, we would not have done so without having had an opportunity of judging of the state of the land which can only be done in the autumn, after the frost, and before much snow has taken possession of the ground.

Murdock Ross has no wood on the front of his lot but has there a large extent of marsh land in regard to which arises the question of property. He has not yet been settled with.

From the lateness of the season and the presence of the snow on the ground, we were not able to proceed in our investigation beyond the Township of Lancaster, the Charlottenburg claims cannot, consequently, be taken up before the disappearance of the snow.

We herewith present a detail of the claims settled in Lancaster, of the lands which have been injured, by the amount awarded and agreed upon, and of all payments which have in consequence been made. It will be observed by a reference to the claims, that they were put in, in November 1852, and do not refer to the damages of 1853, though our estimate covers all damages past and future. This will explain how it is that in some instances our estimate is equal to the demand, and yet due regard has been paid, to the well known fact that the damages were in part owing to natural causes.

The lots of land, of which mention is made hereafter, are all situate in the two first concessions of the Township of Lancaster.

All damages settled and paid in Lancaster were so settled and paid once for all, the parties, by their receipt discharging Her Majesty from any liability for the future, for damages resulting from the same cause.

The estimation on the following cases was made by us together, the payments were subsequently made by Mr. Burrough's alone.

We have the honor, with the present Report, to transmit the receipts of all the payments made in Lancaster, and moreover two other receipts relating to two inhabitants of St. Zotique, Pierre Denis dit Picard, and Joseph Minville, who, being in great distress from the damages by them suffered from the constant inundation of their land by the Lake waters, damages which it has been impossible for us as yet to estimate and settle, received in December last by order of the Honorable the Chief Commissioner, given on representation, a certain sum of money in advance of the amount hereafter to be awarded them. Picard received £75, and Minville £50.

All the receipts were taken in duplicate.

The whole humbly submitted,

JOHN BURROUGHS.

Quebec, 17th January, 1855.



TOWNSHIP OF LANCASTER.

| NAME OF CLAIMANT.        | Proprietor or Tenant. | Description of Property.                                | NATURE OF DAMAGE.                                      | Amount Claimed. |       | Amount Awarded. |       | REMARKS.                      |
|--------------------------|-----------------------|---------------------------------------------------------|--------------------------------------------------------|-----------------|-------|-----------------|-------|-------------------------------|
|                          |                       |                                                         |                                                        | £               | s. d. | £               | s. d. |                               |
| Maipherson, Duncan.      | Proprietor.           | { West half of Lot No. 2, and Lot No. 3. }              | { Heaving of the bank, and injury to house by water. } | 200             | 0 0   | 72              | 10 0  |                               |
| Dunn, John.              | do                    | East half of Lot No. 4.                                 | Wearing of bank.                                       | 100             | 0 0   | 22              | 10 0  |                               |
| Dunn, William.           | do                    | West half of do                                         | do                                                     | 100             | 0 0   | 22              | 10 0  |                               |
| Fraser, Alexander.       | do                    | Lot No. 5.                                              | do                                                     | 247             | 0 0   | 50              | 0 0   |                               |
| Dunn, George.            | do                    | East half, Lot No. 6.                                   | Submersion of land, and wearing of banks.              | 295             | 0 0   | 125             | 0 0   |                               |
| Wood, Joseph.            | do                    | West half, do                                           | Submersion, wearing of bank, and injury to buildings.  | 48              | 0 0   | 175             | 0 0   | Refused.                      |
| Ross, Thomas D.          | do                    | East half, Lot No. 7.                                   | Land rendered useless by flooding and submersion.      | 48              | 0 0   | 40              | 0 0   |                               |
| Ptolomy, Alexander.      | do                    | West half, do                                           | do                                                     | 87              | 10 0  | 37              | 10 0  |                               |
| French, William.         | do                    | East half, Lot No. 8.                                   | Wearing of bank, and submersion of land.               | 60              | 0 0   | 50              | 0 0   |                               |
| McBain, Widow Alexander. | do                    | Part of West half of do                                 | Submersion of land, and injury to buildings.           | 114             | 0 0   | 80              | 0 0   |                               |
| McBain, Archibald.       | do                    | Residue of do                                           | Flooding of lands.                                     | 174             | 0 0   | 112             | 10 0  |                               |
| Gunn, Joseph.            | do                    | East half, Lot No. 9.                                   | do, and injury to buildings.                           | 30              | 0 0   | 30              | 0 0   |                               |
| Sutherland, John.        | do                    | Lot No. 12.                                             | Submersion of land, and wearing of bank.               | 50              | 0 0   | 42              | 10 0  |                               |
| McEean, Margaret.        | do                    | East half, Lot No. 13.                                  | do, and injury to buildings.                           | 125             | 0 0   | 85              | 0 0   |                               |
| Pollock, Samuel.         | do                    | do, do 18.                                              | Overflowing of land.                                   | 90              | 0 0   | 60              | 0 0   |                               |
| McBain, Alexander L.     | do                    | do, do 19.                                              | do                                                     | 210             | 0 0   | 47              | 10 0  |                               |
| Gilmour, John.           | do                    | do, do 18.                                              | do                                                     | 100             | 0 0   | 25              | 10 0  |                               |
| Curry, William, Junior.  | do                    | { West 3/4 Lot No. 1, 1st Concession. }                 | Wearing of bank.                                       | 100             | 0 0   | 25              | 0 0   |                               |
| McKie, John.             | do                    | { East 1/4 of West half of Lot No. 1, 1st Concession. } | do                                                     | 100             | 0 0   | 25              | 0 0   | £15 of this, paid his mother. |
| Falkner, Daniel.         | do                    | West half, Lot No. 35.                                  | Flooding of land, and wearing of bank.                 | 60              | 0 0   | 32              | 10 0  |                               |

|                            |             |                                                                            |                                                                                    |     |      |     |      |                                                       |
|----------------------------|-------------|----------------------------------------------------------------------------|------------------------------------------------------------------------------------|-----|------|-----|------|-------------------------------------------------------|
| Falkner, James.            | Proprietor. | { East half, Lot No. 35, 1st Concession. }                                 | do, do                                                                             | 62  | 10 0 | 30  | 0 0  |                                                       |
| Falkner, William, Senior.  | do          | { East half, Lot No. 37, and West half, Lot No. 36, 1st Concession. }      | do                                                                                 | 75  | 0 0  | 50  | 0 0  |                                                       |
| Ross, John, <i>et ux</i> . | Tenant.     | Part of East 1/4, Lot 27.                                                  | Land flooded.                                                                      | 150 | 0 0  | 12  | 10 0 |                                                       |
| McBain, Widow.             | Proprietor. | West half, Lot No. 19.                                                     | do and injury to buildings.                                                        | 100 | 0 0  | 65  | 0 0  |                                                       |
| McLennan, John.            | do          | East do, do 20.                                                            | Land flooded.                                                                      | 90  | 0 0  | 72  | 10 0 |                                                       |
| McBain, Farquhar.          | do          | West do, do 20.                                                            | Submersion of land.                                                                | 250 | 0 0  | 125 | 0 0  |                                                       |
| Morrison, Allan.           | do          | Lot No. 21.                                                                | do                                                                                 | 90  | 0 0  | 55  | 5 0  |                                                       |
| Empsey, Philip.            | do          | East 3/4 Lot No. 22.                                                       | do                                                                                 | 45  | 0 0  | 32  | 10 0 |                                                       |
| Munro, Donald.             | do          | West 1/4 Lot No. 22.                                                       | do                                                                                 | 100 | 0 0  | 70  | 0 0  |                                                       |
| Edgar, Charles.            | do          | East half, Lot No. 23.                                                     | do                                                                                 | 350 | 0 0  | 200 | 0 0  |                                                       |
| Westly, Charles.           | do          | Lot No. 24.                                                                | Wearing of bank, and injury to buildings by water.                                 | 277 | 0 0  | 105 | 0 0  |                                                       |
| Cameron, James.            | do          | East half, Lot No. 25.                                                     | Flooding, wearing of bank, injury to buildings, necessitating the removal thereof. | 100 | 0 0  | 35  | 10 0 |                                                       |
| Cameron, John.             | do          | West do, do 25.                                                            | do                                                                                 | 100 | 0 0  | 35  | 0 0  |                                                       |
| McBain, Farquhar.          | do          | East do, do 26.                                                            | Wearing of bank.                                                                   | 25  | 0 0  | 21  | 0 0  |                                                       |
| McLeod, Norman.            | do          | West do, do 26.                                                            | do                                                                                 | 25  | 0 0  | 21  | 0 0  |                                                       |
| Devine, John.              | do          | East do, do 31.                                                            | do                                                                                 | 115 | 0 0  | 40  | 0 0  |                                                       |
| Grant, George.             | do          | West do, do 31.                                                            | do and wharf carried away by the water.                                            | 65  | 0 0  | 15  | 0 0  |                                                       |
| McDonald, Duncan.          | do          | Lot No. 32.                                                                | Overflowing of land.                                                               | 100 | 0 0  | 50  | 0 0  | He has another Claim of £876 which remains unsettled. |
| McDougal, Duncan.          | do          | do 33.                                                                     | do                                                                                 | 50  | 0 0  | 35  | 0 0  | { Refused, referred to arbitration.                   |
| McPherson, Reverend T.     | do          | Part of 33.                                                                | do                                                                                 | 800 | 0 0  | 250 | 0 0  | { Refused, referred to arbitrators.                   |
| Campbell, Daniel.          | do          | Lot No. 36.                                                                | do                                                                                 | 840 | 0 0  | 250 | 0 0  | do do.                                                |
| Ross, Murdock.             | do          | { Part of West half, Lot No. 35, and part of Lot No. 36, and Lot No. 37. } | Wearing of bank.                                                                   | 770 | 0 0  | 315 | 0 0  | do do.                                                |
| Curry, William, Senior.    | do          | { Lot No. 2, and West 1/4 Lot No. 1. }                                     | Submersion of land, and injury to buildings.                                       | 75  | 0 0  | 28  | 0 0  | do do.                                                |
| McPherson, Murdock.        | do          | { Half Lot No. 13, and Lot No. 14. }                                       | Damage by water.                                                                   |     |      |     |      |                                                       |
| McPherson, John.           | do          | Lot No. 15.                                                                | Damages done by water to land.                                                     |     |      |     |      |                                                       |
| McBean, John.              | do          | { Lot No. 16, and East half Lot No. 17. }                                  | Wearing of front of his land by water.                                             |     |      |     |      |                                                       |
| McLennan, John.            | do          | Lot No. 30.                                                                |                                                                                    |     |      |     |      |                                                       |



NAMES of LANCASTER CLAIMANTS, not hereinbefore mentioned, whose Claims have not been settled.

| NUMBER of LOT.                                               | NAMES.                   | Demand. |    |    | Estimation. |    |    | Remarks.                    |
|--------------------------------------------------------------|--------------------------|---------|----|----|-------------|----|----|-----------------------------|
|                                                              |                          | £       | s. | d. | £           | s. | d. |                             |
| North 1/4 of No. 9 .....                                     | Perry, Johnson.....      | 50      | 0  | 0  | 35          | 0  | 0  | Refused.                    |
| do do .....                                                  | Curry, John, junior .... | 200     | 0  | 0  | 70          | 0  | 0  | do.                         |
| East 1/4 of No. 29 .....                                     | Ross, Thomas, senior ... | 30      | 0  | 0  |             |    |    |                             |
| West 1/4 do .....                                            | Ross, John, do ....      | 30      | 0  | 0  |             |    |    |                             |
| West 1/4 of No. 23 .....                                     | Westley, Thornton ....   | 188     | 0  | 0  |             |    |    |                             |
| East 1/4 27 and West 1/4 28 ....                             | Ross, Daniel .....       | 150     | 0  | 0  |             |    |    |                             |
| East 1/4 No. 34 .....                                        | Finney, Peter .....      | 225     | 0  | 0  |             |    |    |                             |
| East 1/4 No. 11 .....                                        | Gunn, John .....         | 100     | 0  | 0  |             |    |    |                             |
| West 1/4 No. 11 .....                                        | McGill, Honorable Peter. | 144     | 0  | 0  |             |    |    |                             |
| Lots Nos. 4, 5, 6, in Village }<br>North 1/4 of No. 28 ..... | McEdward, Alexander..    | 125     | 0  | 0  |             |    |    |                             |
| North 1/4 No. 17 .....                                       | McBain, Alexander F...   | 150     | 0  | 0  |             |    |    |                             |
| North 1/4 No. 27 .....                                       | Scott, Thomas.....       | 75      | 0  | 0  |             |    |    |                             |
| North 1/4 Nos. 34 & 33 .....                                 | McDonald .....           | 115     | 0  | 0  | 40          | 0  | 0  |                             |
| East 1/4 No. 18.....                                         | Pollock, Samuel .....    | 125     | 0  | 0  | 35          | 0  | 0  | Accepted.                   |
| West 1/4 No. 18.....                                         | Gilmour John .....       | 210     | 0  | 0  | 47          | 10 | 0  | do.                         |
| West 1/4 of Nos. 13 & 14.....                                | McPherson, Murdock...    | 800     | 0  | 0  |             |    |    |                             |
| West 1/4 of No. 15 .....                                     | McPherson, John.....     | 840     | 0  | 0  |             |    |    |                             |
| No. 16 and East 1/4 No. 17 ....                              | McBain, John.....        | 1770    | 0  | 0  | .....       |    |    | } Submitted to Arbitration. |
| No. 10 and East 1/4 of No. 11..                              | Ross, Murdock .....      | 676     | 0  | 0  |             |    |    |                             |

JOHN BURROUGHS,  
A. B. SIROIS.

QUEBEC, 17th January, 1854.

## INDEX AND RECAPITULATION, LANCASTER.

| Page.  | NAMES.                    | Amount. |      |    | Page.  | NAMES.                          | Amount. |    |    |
|--------|---------------------------|---------|------|----|--------|---------------------------------|---------|----|----|
|        |                           | £       | s.   | d. |        |                                 | £       | s. | d. |
| 26     | Curry, William, senior..  | 36      | 0    | 0  | 25     | McPherson, Thomas....           | 50      | 0  | 0  |
| 18     | Curry, William, junior..  | 25      | 10   | 0  | 24     | McLeod, Norman .....            | 85      | 0  | 0  |
| 25     | Campbell, Daniel .....    | 50      | 0    | 0  | 20, 28 | McLenan, J .....                | 65      | 0  | 0  |
| 21     | Cameron Dougal .....      | 22      | 10   | 0  | 12     | McPherson, Daniel .....         | 72      | 10 | 0  |
| 23     | Cameron, James G .....    | 105     | 0    | 0  | 18     | McKie, John .....               | 25      | 0  | 0  |
|        |                           |         |      |    | 16     | McLean, Margaret .....          | 42      | 10 | 0  |
| 24     | Devine, John .....        | 21      | 0    | 0  | 22     | Munro, Donald .....             | 32      | 10 | 0  |
| 12     | Dunn, John .....          | 22      | 10   | 0  | 20     | Morrison, Allan .....           | 102     | 10 | 0  |
| 12     | Dunn, William .....       | 22      | 10   | 0  | 21     | Margerrison, John .....         | 8       | 15 | 0  |
|        |                           |         |      |    | 29, 5  | McPherson, Murdock .....        |         |    |    |
| 21     | Empey, Philip .....       | 46      | 10   | 0  | 20, 6  | McBean, John .....              |         |    |    |
| 22     | Edgar, James .....        | 42      | 10   | 0  |        |                                 |         |    |    |
| 22     | Edgar, Charles .....      | 27      | 10   | 0  | 14     | Ptolomy, Alexander ...          | 40      | 0  | 0  |
|        |                           |         |      |    | 19     | Ross, John, <i>et ux.</i> ..... | 12      | 10 | 0  |
| 12     | Fraser, Alexander.....    | 50      | 0    | 0  | 26     |                                 |         |    |    |
| 14     | French, William .....     | 37      | 10   | 0  | 29     | Ross, Murdock .....             | 35      | 0  | 0  |
| 18     | Falkner, Daniel .....     | 32      | 10   | 0  | 6      |                                 |         |    |    |
| 19     | Falkner, William, senior. | 50      | 0    | 0  | 16     | Sutherland, John .....          | 80      | 0  | 0  |
| 19     | Falkner, James, senior..  | 80      | 0    | 0  |        |                                 |         |    |    |
|        |                           |         |      |    | 22     | Westly, Charles .....           | 200     | 0  | 0  |
| 25     | Grant, Alexander .....    | 21      | 0    | 0  | 13     | Wood, Joseph .....              | 58      | 0  | 0  |
| 15     | Gunn, Joseph .....        | 112     | 10   | 0  | 13     | Wood, Alexander .....           | 117     | 0  | 0  |
|        |                           |         |      |    |        | Amount paid ....£               | 1978    | 15 | 0  |
| 14     | McBain, Widow A .....     | 15      | 0    | 0  |        |                                 |         |    |    |
| 20     | McBain, Widow .....       | 100     | 0    | 0  |        |                                 |         |    |    |
| 20     | McBain, Farquhar .....    | 72      | 10   | 0  |        |                                 |         |    |    |
| 24     | McBain, Farquhar .....    | 35      | 0    | 0  |        |                                 |         |    |    |
| 17     | McBain, Alexander .....   | 60      | 0    | 0  |        |                                 |         |    |    |
| 25     | McDougal Dunn .....       | 15      | 0    | 0  |        |                                 |         |    |    |
| 6 & 29 | McPherson, John .....     | 15      | 0    | 0  |        |                                 |         |    |    |
|        |                           | £       | 1052 | 10 | 0      |                                 |         |    |    |

Claimants still unsettled with, or who have not been paid (in Lancaster,) other than those above mentioned.

## No. 3.

[Translation.]

To the Honorable the Commissioners of Public Works, for the Province of  
Canada, &c. &c. &c.

Having been appointed to effect an amicable settlement of the damages resulting from the construction of dams at the head of the Beauharnois Canal, we have the honor to present the following report of our labors up to the present time.

About the middle of the month of August last according to the tenor of our instructions, we visited the County of Beauharnois, and subsequently the County of Lancaster, and proceeded to the investigation and settlement of the damages claimed by the inhabitants of these localities.

These damages, according to the statement of the claimants, began to be experienced just about the time that the dams at the head of the Canal were finished, in the autumn of 1849, and have increased every year since that period, that they have now, (1853,) assumed proportions far more extensive than before.

In the County of Beauharnois, the parishes which have suffered from the inundation are St. Timothée and St. Louis de Gonzague, and in the County of Lancaster the Township of the same name. Detailed statements with respect to this township are contained in a separate Report, which we submit with the present one to which we refer.

In the Parish of St. Timothée the claims are almost without exception confined to the inhabitants at the head of the Canal and at Grand Isle.

The indemnification applied for by the inhabitants at the head of the Canal is on account of the inundation which has taken place annually since the year 1849, of a portion of their lands. The water reaches them by means of a large dike which they designate by the name of "*decharge*," which traverses the breadth of all their farms, and which during the entire spring, instead of draining them, brings the water from the Lake and distributes it in great quantities over its bounds. In June last we had occasion to evidence the fact of the overflowing of this discharge, and to convince ourselves that the results of the overflow must be of a serious nature.

We have settled the claims of a great number of the claimants at the head of the Canal, but for the past only, up to the 1st January, 1854, none of them being willing to enter into any arrangements for the future.

We have ascertained that both here and at St. Louis more than at Grand Isle and Lancaster, the inhabitants were rather inclined to exaggerate the extent and amount of their losses, and but little or not at all to consider the universally admitted fact, that in the year 1853, nor particularly, the rising of the waters of Lake St. Francis was partly due to natural causes.

At Grand Isle the individual damages are comparatively trifling, although taking them *en bloc* they form a very heavy sum; the lands are, generally speaking, only overflowed over a very small part of their frontage; some of them, the boundaries of which are elevated and wholly composed of vegetable soil have been damaged by the falling in of these boundaries. Four persons who had long been neighbours at the Western extremity of Grand Isle have been caused considerable damages, their names are, Ignace Benoit, père, Ignace Benoit, fils, Simon Desforges and Benjamin Darpentigny. For the last four years the water has overflowed the lands of the two Benois, inundated each year the property of Desforges, and carried away a great extent of that of Darpentigny. With but two or three exceptions all the claims in connection with Grand Isle have been permanently set-

tled and the amounts paid, so that none of the claimants will hereafter be entitled to apply for indemnification for any damage which they may experience.

Four of the claimants from Grand Isle have decided to refer their claims to arbitrators in the manner provided by law. They are Benjamin Darpentigny, to whom we have offered a hundred pounds, but who, according to his own statement, would refuse two hundred and twenty-five pounds, as being far beneath the amount of his damages: Godefroi Beandet and his two farmers: Laurent Dagenais, and Olivier Benoit, to whom collectively we have offered fifty-two pounds, they however ask sixty-eight pounds, the facts are stated at greater length in the detailed report following, in which the claim of each individual is particularly referred to.

In the parish of St. Louis de Gonzague we have only been able to take into consideration the claims preferred in the divisions called Ormstown, Catherines-town, and Helenstown. Being compelled to visit Lancaster before the end of the autumn, we were forced to defer until a later period the estimation of the claims of the inhabitants of North George town, the damages suffered by whom it is true are more trifling than those of the divisions of the parish above spoken of. The damages caused in the parish of St. Louis are situated along the banks of the river of the same name, which traverses the breadth of the parish, and the waters of which, swollen by those of the lake overflow to a great distance the level surface of its banks. We here repeat what has already been stated by those who have given any attention to the damages occasioned by the Beauharnois Canal, namely, that the River St. Louis has been united with Lake St. Francis by a Canal, constructed by the Seigneur some five or six years ago, with the view of increasing the volume of the water in the river required for his mills. It would perhaps be expedient upon a proper occasion to compare this proceeding with the claim preferred by the Seigneur for damages, which he estimates at sixteen thousand pounds.

This we have observed, was obstructed in various places by trees cast into the stream by the wind or by the hand of man, and which had been allowed to remain where they had fallen, impeding the free passage of the waters.

By far the great majority of claimants at St. Louis, as every where else, have accepted the estimate we have made of their losses. None of them however were willing to bind themselves for the future, our valuation consequently and the amounts which have been paid to them, have reference only to damage sustained before the first day of January, 1853. Four or five of them have refused our offers as being too small. One only, up to the present time, has decided to have recourse to arbitration in legal form, his name is Jean Baptiste Henaute, his claim is £90, we had concluded to offer him £65. He has bound himself to conform to the award of this arbitration, by Oath before A. B. Sirois, Notary, and has appointed his arbitrator.

From all we have above stated, and from the facts alleged in the report, with reference to Lancaster, we deduce the following:—

1st. That the claimants at Grand Isle and Lancaster who have received indemnification, have so received it for all damages past and future.

2nd. That the claimants at the head of the Canal at St. Louis have only been indemnified for past damage, sustained previous to 1st January, 1854.

It may then be expected that these latter will again prefer claims, should the inundations continue. Under these circumstances we deem it our duty to call attention to a means which has been proposed to prevent for the future the overflowing of these lands, namely:—the construction of a pier extending from the point formed by the lands at the head of the Canal, to the little canal constructed by the Seigneur, and to close the mouth of the small Canal so as to regulate at

will the quantity of water allowed to pass. All the inhabitants of the locality declare that by so doing the object desired would be attained. But perhaps they come to this conclusion without calculating what this work would cost. We do not undertake to express any opinion on the subject, leaving to professional men to decide this point. We confine ourselves to recommending that such a work should be undertaken as speedily as possible, if there is any reason to believe that with all necessary economy it may be made to effect the end proposed to be attained.

Below we give a detailed statement of the damages claimed by the different parties interested, confining ourselves in all cases to the mere mention of the extent of land which they pretend to have been submerged in each of their farms. The other heads of damages, the items of which would occupy too great a space, will be found in the claims. We here make a remark which applies to the claimants in general, but not without certain exceptions, that the extent of land which the claimants allege to have been submerged is much more considerable than that which actually was so inundated. This will easily account for the wide difference often visible between the amounts claimed, and the amounts awarded and accepted. When the contrary is not stated, it must be understood that the damages enumerated hereafter extend over a period of four years, elapsed since 1849.

We have the honor to transmit with this Report all the receipts that were taken at the time payment was made. They shew that in the past year (1853) that we have paid out a sum of Five thousand six hundred and sixty-seven pounds eighteen shillings, leaving a balance in our hands on the 1st January instant, of the sum of Eight hundred and thirty-two pounds two shillings, currency, which we are prepared to remit.

The following is a statement of our payments:—

St. Louis—

|                         |           |
|-------------------------|-----------|
| Ormstown .....          | £778 11 8 |
| Catherinestown .....    | 723 10 0  |
| Helenstown .....        | 233 0 0   |
| North George Town ..... | 7 10 0    |

£1742 11 8

St. TIMOTHÉE—

|                         |           |
|-------------------------|-----------|
| Head of the Canal ..... | £974 0 10 |
| Grand Isle .....        | 847 10 6  |

£3564 3 0

LANCASTER..... 1978 15 0

St. ZOTIQUE..... 125 0 0

£5667 18 0

Total amount placed in our hands at various times £6500 0 0

Amount expended ..... 5667 18 0

£842 2 0

(Signed,) A. B. SIROIS.

QUEBEC, 17th January, 1854.

Since the above date we have paid through the agency of the Honorable J. S. McDonald, of Cornwall, two of the claimants from Lancaster, viz:—

|                                       |           |
|---------------------------------------|-----------|
| John Gilmour .....                    | £47 10 0  |
| Samuel Pollock .....                  | 35 0 0    |
|                                       | <hr/>     |
|                                       | £82 10 0  |
|                                       | <hr/>     |
| Balance in hand on 17th instant ..... | £832 2 0  |
| Amount paid since .....               | 82 10 0   |
|                                       | <hr/>     |
| Balance in hand.....                  | £749 12 0 |
|                                       | <hr/>     |

(Signed,) A. B. SIROIS,

“ JOHN BURROUGHS.

QUEBEC, 19th January, 1854.

| NAME OF CLAIMANT.                            | Proprietor or Tenant. | Description of Property. | NATURE AND EXTENT OF DAMAGES.                                                                                                         | Amount claimed. |       | Amount awarded. |       | REMARKS.                                                                          |
|----------------------------------------------|-----------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------|-----------------|-------|-----------------------------------------------------------------------------------|
|                                              |                       |                          |                                                                                                                                       | £               | s. d. | £               | s. d. |                                                                                   |
| Leduc, Pierre Thomas                         | Proprietor.           | 2 x 25 Arpents.          | 15 Arpents of best land, submerged.                                                                                                   | 120             | 0     | 75              | 0     | * Not specified.                                                                  |
| Nicholson, Kulusoff                          | do                    | 5½ x 25 do               | Property submerged for four years.                                                                                                    | *               | 0     | 40              | 0     |                                                                                   |
| Daoust, Jacques                              | do                    | 2 x 25 do                | do                                                                                                                                    | 138             | 0     | 65              | 16    |                                                                                   |
| Petre, François dit Lajambe.                 | do                    | 2 x 23½ do               | 14 Arpents, damaged by inundation                                                                                                     | 135             | 0     | 60              | 0     |                                                                                   |
| Leduc, Bazile (père)                         | do                    | 2 x 25 do                | 6 do                                                                                                                                  | 64              | 0     | 28              | 0     |                                                                                   |
| Widow Louis Bergevin, dit Angélique Hanault. | do                    | 2 x 25 do                | 2 Arpents, submerged for four years.                                                                                                  | 57              | 0     | 37              | 0     | Amounts claimed and awarded include claims of and sums awarded to Jacques Hebert. |
| Leduc, Ant. dit Penon.                       | do                    | 2 x 25 do                | 27 do                                                                                                                                 | 224             | 0     | 81              | 13    | 4                                                                                 |
| Veau dit Jeanveau, Eustache.                 | usufructuary.         | 2 x 25 do                | do                                                                                                                                    | 120             | 0     | 54              | 0     | 0                                                                                 |
| Gauthier, Louis                              | Proprietor.           | 4 x 25 do                | Land overflowed at time of purchase, but to a less extent than at present; claims also for damages on a lot leased from Pierre Benoit | 57              | 0     | 17              | 10    | 0                                                                                 |
| Leduc, Olivier dit Penon                     | do                    | 2 x 25 do                | 20 Arpents under culture, and 15 Arpents in wood, submerged                                                                           | 129             | 0     | 70              | 0     | 0                                                                                 |
| Hennault, Antoine                            | do                    | 1 x 18 do                | 2 Arpents submerged                                                                                                                   | 16              | 0     | 7               | 0     | 0                                                                                 |
| Trotter, Paul.                               | do                    | 3 x 22 do                | 9 Arpents under cultivation, and 2 Arpents in wood, submerged                                                                         | 112             | 0     | 27              | 16    | 0                                                                                 |
| Archambault, Cyprien                         | Tenant.               | do                       | One half of farm rendered useless by inundation                                                                                       | 24              | 0     | 6               | 0     | 0                                                                                 |
| Hennault, Antoine                            | Proprietor.           | 4 x 22 do                | 12 Arpents rendered useless for three years, and on another lot, 21 Arpents rendered useless for same period.                         | 105             | 0     | 23              | 16    | 8                                                                                 |

|                               |             |                                                |                                                                                                                                   |     |    |    |    |   |
|-------------------------------|-------------|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-----|----|----|----|---|
| Hennault, Narcisse            | Tenant.     | 1½ x 25 do                                     | 6 Arpents useless since 1850. Also tenant of another lot belonging to Louis Knight, of which 2 Arpents under culture are useless. | 66  | 0  | 22 | 0  | 0 |
| Leduc, Moise                  | Proprietor. | 1½ x 22 do                                     | 2 Arpents under culture, and 5 Arpents in wood, undated                                                                           | 60  | 15 | 7  | 10 | 0 |
| Leduc, Pierre, son of Bazile. | do          | 1½ x 18 do                                     | 2 Arpents under culture, inundated                                                                                                | *   | 0  | 14 | 0  | 0 |
| Decoigne, Louis (Fafnan)      | Proprietor. | 2 x 22 do                                      | 12 do                                                                                                                             | 122 | 0  | 57 | 6  | 8 |
| Leduc, Bazile (son)           | do          | Now belonging to Louis Gauthier. (Vide supra). | do                                                                                                                                |     |    |    |    |   |
| LeBeuf, Michel                | do          | 1 x 28 do                                      | Inundation of property in 1850                                                                                                    | 23  | 10 | 3  | 10 | 0 |
| Tessier, Ignace               | do          | 1 x 25 do                                      | 3 Arpents under culture inundated, and swarming with frogs                                                                        | 21  | 10 | 7  | 10 | 0 |
| Bergevin, François            | do          | 1½ x 25 do                                     | 3 Arpents under culture inundated                                                                                                 | 30  | 0  | 7  | 10 | 0 |
| Shannon, Peter                | do          | 2 x 25 do                                      | 12 do                                                                                                                             | 104 | 0  | 27 | 10 | 0 |
| Mercier, Joseph Albert.       | do          | 2 x 25 do                                      | Entire farm rendered useless.                                                                                                     | 288 | 0  | 70 | 0  | 0 |
| Tessier, Michel               | do          | 2 x 22 do                                      | 3 Arpents under culture inundated                                                                                                 | 80  | 0  | 40 | 0  | 0 |
| Beaubien dit Major, Michel.   | do          | 1½ x 26 do                                     | 3 Arpents under culture, and 18 Arpents in wood inundated.                                                                        | 60  | 15 | 7  | 10 | 0 |
| Viau, Alexis                  | do          | 2½ x 22 do                                     | 3 Arpents inundated                                                                                                               | 129 | 0  | 18 | 5  | 0 |
| Leduc, Louis                  | do          | 2½ x 25 do                                     | 18 do                                                                                                                             | 134 | 0  | 39 | 10 | 0 |
| Knight, Louis.                | do          | 3 x 27 do                                      | 12 Arpents under culture inundated                                                                                                | 53  | 0  | 10 | 0  | 0 |
| Knight, James                 | Tenant.     | 1 x 20 do                                      | Compelled to abandon house partly erected, greater part of property inundated                                                     | 86  | 0  | 15 | 0  | 0 |
| Serour, Charles               | Proprietor. | 1½ x 3 do                                      | Damages by inundation in 1851, and 1853                                                                                           | *   | 0  | 1  | 10 | 0 |
| Brousseau, Isidore            | do          | 1 x 25 do                                      | Crop of Buckwheat submerged.                                                                                                      | 200 | 0  | 65 | 0  | 0 |
| Daoust, Xavier                | do          | 2 x 18 do                                      | 8 Arpents under culture, and 88 in wood, inundated.                                                                               | 15  | 0  | 6  | 5  | 0 |
|                               | do          | do                                             | Damage very trifling                                                                                                              | 88  | 0  | 22 | 0  | 0 |
|                               | do          | do                                             | 11 Arpents, partly cleared, submerged                                                                                             |     |    |    |    |   |

\* Not specified. This award has been refused.

## GRANDE ISLE.—INDEX and RECAPITULATION.

|                                                        | £   | s. | d. |
|--------------------------------------------------------|-----|----|----|
| Avon, Hyacintho.....                                   | 15  | 0  | 0  |
| Amiot, Joseph.....                                     | 2   | 10 | 0  |
| Avon, Joseph (François Leduc).....                     | 12  | 0  | 0  |
| Archambault, (le Curé).....                            |     |    |    |
| Benoit, Ignace, père.....                              | 95  | 0  | 0  |
| Benoit, Honoré.....                                    | 5   | 0  | 0  |
| Benoit, Honoré.....                                    | 5   | 0  | 0  |
| Benoit, Pierre.....                                    | 7   | 10 | 0  |
| Benoit, Ignace, fils.....                              | 80  | 0  | 0  |
| Boyer, Joseph.....                                     | 7   | 10 | 0  |
| { Branchaud, Antoine.....                              | 0   | 8  | 4  |
| { Branchaud, Damase.....                               | 6   | 0  | 10 |
| { Branchaud, François.....                             | 11  | 0  | 0  |
| Branchaud, (Minor).....                                |     |    |    |
| Bougie, Pierre, père.....                              | 17  | 0  | 0  |
| Bougie, Pierre, fils.....                              | 42  | 10 | 0  |
| Bougie, Jean.....                                      | 2   | 10 | 0  |
| Beautron, Alexis.....                                  | 6   | 10 | 0  |
| Beaudet, Godfroi.....                                  |     |    |    |
| Bergevin, Pierre.....                                  |     |    |    |
| Bergevin, Eustache.....                                |     |    |    |
| Benoit, Olivier.....                                   |     |    |    |
| Charest, Dominique.....                                | 60  | 0  | 0  |
| Commissaire d'Ecole.....                               |     |    |    |
| Charlebois, Amable.....                                |     |    |    |
| Desrochers, Pierre.....                                | 9   | 0  | 0  |
| Deschamps, Joseph.....                                 | 45  | 0  | 0  |
| Desforges, Pierre.....                                 | 5   | 0  | 0  |
| Desforges, Simon.....                                  | 120 | 0  | 0  |
| Darpenigney, Benjamin.....                             |     |    |    |
| Darpenigney, Joseph.....                               |     |    |    |
| Dagonais, Laurent.....                                 |     |    |    |
| Darpenigney, James.....                                |     |    |    |
| Lebins, Jean Baptiste <i>et ux.</i> , (St. Amour)..... | 10  | 10 | 6  |
| Lebins.....                                            | 12  | 10 | 0  |
| Lefevre, Michel.....                                   | 6   | 0  | 10 |
| Lecourt, Antoine.....                                  | 9   | 0  | 0  |
| Lecompte, Gabriel.....                                 | 6   | 10 | 0  |
| Leduc, Jean Baptiste.....                              | 32  | 10 | 0  |
| Leduc, Pierre (le Major).....                          | 28  | 0  | 0  |
| Leduc, Hyacinthe.....                                  | 28  | 0  | 0  |
| Leduc, Gilles.....                                     | 16  | 0  | 0  |
| Leduc, Gilles.....                                     | 7   | 10 | 0  |
| Labelle, François.....                                 | 15  | 0  | 0  |
| Larivière, François.....                               |     |    |    |
| Lefevre, François X.....                               |     |    |    |
| Marsouine, Jacques.....                                | 6   | 0  | 0  |
| Pilon, Pierre.....                                     | 20  | 10 | 0  |
| Paguet, Dame James, (Veuve Branchaud).....             |     |    |    |
| Rodrigue, Jean Baptiste.....                           | 13  | 10 | 0  |
| Sauvé, Eustache.....                                   | 3   | 10 | 0  |
| Sauvé Eustache.....                                    | 10  | 10 | 0  |
| Sauvé, Maurice.....                                    | 5   | 0  | 0  |
| St. Amour, Jean Baptiste.....                          | 25  | 0  | 0  |
| St. Amour, Moise.....                                  | 6   | 10 | 0  |
| Varnier, Joseph.....                                   | 12  | 10 | 0  |
| ILE AUX CHATS.                                         |     |    |    |
| Clarke, Alexander.....                                 |     |    |    |
| £                                                      | 887 | 10 | 6  |



CLAIMANTS at GRAND ISLE, PARISH of ST. TIMOTHÉE.

| NAME OF CLAIMANT.                             | Proprietor or Tenant.               | Description of Property.                                                             | NATURE AND EXTENT OF DAMAGES. |       | Amount claimed. |       | Amount awarded. |   | REMARKS.                                                   |
|-----------------------------------------------|-------------------------------------|--------------------------------------------------------------------------------------|-------------------------------|-------|-----------------|-------|-----------------|---|------------------------------------------------------------|
|                                               |                                     |                                                                                      | £                             | s. d. | £               | s. d. |                 |   |                                                            |
| DesRoches, Pierre.....                        | 3/4 x 2 Arpents.                    | 1 Arpent under culture, submerged.....                                               | 12                            | 0 0   | 9               | 0 0   | 0               | 0 | Claim for past damages. Award for past and future damages. |
| Varnier, Joseph.....                          | 2/4 x 4 do                          | do do and an oven                                                                    | 16                            | 0 0   | 20              | 0 0   | 0               | 0 | do do.                                                     |
| Marsonier, Jacques.....                       | 3/4 x 20 do                         | do do carried away                                                                   | 4                             | 0 0   | 6               | 0 0   | 0               | 0 | do do.                                                     |
| LeCourt, Antoine.....                         | 7 Perches and 9 pents x 20 Arpents. | 1 Arpent under culture, submerged.....                                               | 8                             | 0 0   | 9               | 0 0   | 0               | 0 | do do.                                                     |
| Deschamps, Joseph.....                        | 3 x 20 Arpents.                     | do do                                                                                | 12                            | 0 0   | 45              | 0 0   | 0               | 0 | do do.                                                     |
| Bloudin dit Avoir, Hyacinthe.                 | 1 x 3 do                            | do do and a barn ren                                                                 | 15                            | 0 0   | 15              | 0 0   | 0               | 0 | do do.                                                     |
| Charest, Dominique.....                       | 6 x 20 do                           | do do dered nearly useless                                                           | 166                           | 0 0   | 67              | 0 0   | 0               | 0 | do do.                                                     |
| Blanchard, François <i>et al.</i>             | 1 1/2 x 20 do                       | do do                                                                                | 50                            | 0 0   | 32              | 5 0   | 0               | 0 | do do.                                                     |
| Lecompte, Gabriel.....                        | 1 1/2 x 6 do                        | 1/2 Arpent under culture, submerged, and claimant has been forced to remove dwelling | 20                            | 0 0   | 6               | 0 0   | 0               | 0 | do do.                                                     |
| Leduc, Gillis.....                            | 1 1/2 x 20 do                       | 2 1/2 Arpents under culture, submerged                                               | 16                            | 0 0   | 16              | 0 0   | 0               | 0 | do do.                                                     |
| St. Amour, Jean Bte. <i>et al.</i>            | 1 1/2 x 20 do                       | (Several do)                                                                         | 54                            | 0 0   | 25              | 0 0   | 0               | 0 | do do.                                                     |
| Widow Lebris, (Tuurix).....                   | 3 x 20 do                           | Damages by inunatation.....                                                          | 20                            | 0 0   | 28              | 15 6  | 0               | 0 | do do.                                                     |
| Bougie, Jean.....                             | 3 x 20 do                           | Damages very trifling.....                                                           | 20                            | 0 0   | 2               | 10 0  | 0               | 0 | do do.                                                     |
| Aron dit Bloudin, wife of François Leduc..... | 1 1/2 x 3 do                        | 3 Arpents inundated                                                                  | 16                            | 0 0   | 12              | 10 0  | 0               | 0 | do do.                                                     |
| Bougie, Pierre.....                           | 3 x 20 do                           | do do                                                                                | 72                            | 0 0   | 42              | 10 0  | 0               | 0 | do do.                                                     |
| Rodrique dit L'Espagnol, Jean Baptiste.....   | 3 x 20 do                           | do do                                                                                | 20                            | 0 0   | 18              | 10 0  | 0               | 0 | Claim for past Award for past and future dam-              |
| Leduc, Jean Baptiste.....                     | 2 1/4 x 20 do                       | do do                                                                                | 40                            | 0 0   | 32              | 10 0  | 0               | 0 | ages.                                                      |
|                                               |                                     | 10 or 11 Arpents inundated by Creek.....                                             |                               |       |                 |       |                 |   |                                                            |

CLAIMANTS at GRAND ISLE, PARISH of ST. TIMOTHÉE.—(Continued.)

| NAME OF CLAIMANT.      | Proprietor or Tenant. | Description of Property. | NATURE AND EXTENT OF DAMAGES.                                  | Amount claimed. |       | Amount awarded. |       | REMARKS.                                          |
|------------------------|-----------------------|--------------------------|----------------------------------------------------------------|-----------------|-------|-----------------|-------|---------------------------------------------------|
|                        |                       |                          |                                                                | £               | s. d. | £               | s. d. |                                                   |
| Pilon, Pierre          | Proprietor.           | 3 x 20 Arpents.          | 3 Arpents inundated                                            | 16              | 0 0   | 20              | 10 0  | Claim for past Award for past and future damages. |
| Benoit, Ignace         | do                    | 52½ do                   | 15 Arpents of very fertile land submerged                      | 95              | 0 0   | 0               | 0 0   | do.                                               |
| Benoit, Ignace, junior | do                    | 39 do                    | 10 do                                                          | 82              | 10 10 | 0               | 0 0   | do.                                               |
| Desforges, Simon       | do                    | 3 x 20 do                | 21 Arpents of cleared and wood land submerged                  | 225             | 0 0   | 0               | 0 0   | do.                                               |
| Bougie, Pierre         | do                    | 3 x 26 do                | Damages by submersion                                          | 16              | 0 0   | 0               | 0 0   | do.                                               |
| Benoit, Honoré         | do                    | 1 Arpent submerged       | 1 Arpent submerged                                             | 17              | 0 0   | 0               | 0 0   | do.                                               |
| do                     | do                    | 1 do                     | do                                                             | 10              | 0 0   | 0               | 0 0   | do.                                               |
| Boyer, Joseph          | do                    | 1 do                     | do                                                             | 10              | 0 0   | 0               | 0 0   | do.                                               |
| D'Arpentigny, Benjamin | Proprietor.           | 3 x 20 do                | 1 Arpent rendered useless.                                     | 61              | 0 0   | 7               | 10 0  | do.                                               |
| do                     | do                    | 3 x 20 do                | Large extent of land under culture, and pasture land submerged | 225             | 0 0   | 100             | 0 0   | Award refused and claim referred to arbitration.  |
| Beaudet, Godefroi      | do                    | 4½ x 20 do               | 4 Arpents of land under culture, submerged                     | 37              | 0 0   | 0               | 0 0   | Award refused.                                    |
| do                     | do                    | 1½ x 20 do               | 1½ do do house slightly damaged                                | 0               | 0 0   | 0               | 0 0   | Award refused and claim referred to Arbitration.  |
| Paquet, Dame Joseph    | do                    | 1½ x 20 do               | 1½ do do                                                       | 0               | 0 0   | 0               | 0 0   | do.                                               |
| do                     | do                    | 1 x 20 do                | Damaged by inundation                                          | 0               | 0 0   | 0               | 0 0   | do.                                               |
| Leduc, Pierre          | do                    | 8 x 17 do                | Undermining of his lands                                       | 28              | 0 0   | 28              | 0 0   | do.                                               |
| Leduc, Hyacinthe       | do                    | 8 x 17 do                | do                                                             | 28              | 0 0   | 28              | 0 0   | do.                                               |
| Labelle, François      | do                    | 1½ x 20 do               | 2 Arpents inundated                                            | 15              | 0 0   | 15              | 0 0   | do.                                               |
| Sauvé, Eustache        | do                    | 1½ x 20 do               | 1 do do                                                        | 10              | 10 0  | 10              | 10 0  | do.                                               |
| do                     | Farmer.               | 1½ x 20 do               | 1 do do                                                        | 0               | 0 0   | 0               | 0 0   | do.                                               |
| do                     | do                    | 3 x 20 do                | Inundation                                                     | 3               | 10 0  | 3               | 10 0  | do.                                               |
| Beautron, Alexis       | do                    | 3 x 20 do                | 3 Arpents submerged                                            | 18              | 0 0   | 6               | 10 0  | do.                                               |
| Messire Archambault    | Proprietor.           | Same lot.                | 3 do do                                                        | 45              | 0 0   | 25              | 0 0   | Not yet accepted or refused.                      |
| Clark, Alexander       | do                    | He aux Chats             | 40 do do annually                                              | 65 p. ann.      | or    | 863             | 6 0   | Award upon this claim deferred.                   |

## HEAD of the CANAL.—INDEX and RECAPITULATION.

|                                  | £  | s. | d. |                                 | £     | s. | d. |
|----------------------------------|----|----|----|---------------------------------|-------|----|----|
| Archambault, Cyprien .....       | 6  | 0  | 0  | Leduc, Pierre (fils de Bazile). | 14    | 0  | 0  |
| Bergerin, François .....         | 27 | 10 | 0  | Leduc, Moise .....              | 7     | 10 | 0  |
| Bergerin, Vouvo Louis .....      | 27 | 0  | 0  | Leduc, Olivier, (Penon) .....   | 70    | 0  | 0  |
| Brousseau, Isidore .....         | 6  | 5  | 0  | Leduc, Louis .....              | 10    | 0  | 0  |
| Beautron, Michel .....           | 18 | 5  | 0  | Leduc, Pierre Thomas .....      | 75    | 0  | 0  |
| Bergerin, Pierre, (père) .....   |    |    |    | Lebœuf, Michel .....            | 7     | 10 | 0  |
| Bergerin, Eustache .....         |    |    |    | Leroux, Charles .....           |       |    |    |
| Dnoust, Jacques .....            | 65 | 16 | 8  | Mercier, Jos. Albert .....      | 40    | 5  | 0  |
| Dnoust, Xavier .....             | 22 | 0  | 0  | Mailloux, Ed. .....             |       |    |    |
| Decogne, Louis .....             | 57 | 6  | 8  | Nicholson, Tutusoff .....       | 40    | 2  | 6  |
| Gauthier, Louis .....            | 5  | 0  | 0  | Petre, François .....           | 60    | 0  | 0  |
| Gauthier, Louis .....            | 12 | 10 | 0  | Shannon, Peter .....            | 70    | 0  | 0  |
| Gauthier, Théodule .....         |    |    |    | Trottier, Paul .....            | 27    | 10 | 0  |
| Henault, Narcisse .....          | 22 | 0  | 0  | Tessier, Ignace .....           | 7     | 10 | 0  |
| Henault, Antoine .....           | 7  | 0  | 0  | Tessier, Michel .....           | 7     | 10 | 0  |
| Henault, Ant., (fils de Jos.) .. | 23 | 16 | 8  | Tessier, André .....            |       |    |    |
| Hébert, Jacques .....            | 7  | 10 | 0  | Viau, Eustache .....            | 54    | 0  | 0  |
| Hébert, Jacques, fils .....      | 6  | 0  | 0  | Viau, Alexis .....              | 19    | 15 | 0  |
| Knight, James .....              | 1  | 10 | 0  | Viau, (Mineurs) .....           | 9     | 17 | 6  |
| Knight, Louis .....              | 15 | 0  | 0  | Viau, Timothée .....            | 9     | 17 | 6  |
| Leduc, Bazile, père .....        | 28 | 0  | 0  |                                 |       |    |    |
| Leduc, Bazile, fils .....        | 3  | 10 | 0  |                                 |       |    |    |
| Leduc, Antoine, (Penon) .....    | 81 | 13 | 4  |                                 | £ 974 | 0  | 10 |

NAMES of CLAIMANTS at GRAND ISLE whose CLAIMS still remain to be settled.

| NAMES.                     | Claims. |    |    | Award. |    |    | REMARKS.        |
|----------------------------|---------|----|----|--------|----|----|-----------------|
|                            | £       | s. | d. | £      | s. | d. |                 |
| Archambault, Messire ..... | 45      | 0  | 0  |        |    |    | Refused.<br>do. |
| Beaudet, Godefroi .....    | 68      | 15 | 0  | 34     | 10 | 0  |                 |
| Benoit, Olivier .....      | 8       | 0  | 0  | 5      | 0  | 0  |                 |
| Bergevin, Pierre .....     | 37      | 10 | 0  |        |    |    |                 |
| D'Arpentigny, Joseph ..... | 6       | 10 | 0  |        |    |    |                 |
| do, do .....               | 20      | 0  | 0  |        |    |    |                 |
| Charlebois, Amable .....   | 15      | 0  | 0  |        |    |    |                 |
| Bergevin, Eustache .....   | 50      | 0  | 0  |        |    |    |                 |
| Dagenais, Laurent .....    | 24      | 0  | 0  | 12     | 10 | 0  |                 |
| Lefevre, François X .....  | 75      | 0  | 0  |        |    |    |                 |
| Paquet, Dame .....         |         |    |    |        |    |    |                 |
| School Commissioners ..... | 25      | 0  | 0  |        |    |    |                 |

(Signed)

JOHN BURROUGHS.

“

A. B. SIROIS.

QUEBEC, 17th January, 1854.

## Nos. 4 and 5.

[Translation.]

To the Honorable the Commissioners of the Office of Public Works, for the Province of Canada, &c. &c. &c.

We have the honor to present to you the details of our operations in the year 1854, (commencing on the 24th May, 1854.) connected with the damages attributed to the Beauharnois Canal. The claims which we have settled in that period are; 1st in Upper Canada, those of the inhabitants of the Township of Charlottenburg and of some of the Townships of Lancaster and Cornwall. 2ndly. in Lower Canada, those of the inhabitants of the Parish of St. Zotique, and of those of a part of the Townships of Dundee and Godmanchester, as also of some inhabitants of St. Louis de Gonzague. The nature of the damage suffered in those places which, except St. Louis, are all situated on the shores of Lake St. Francis, consists of the inundation of the surface of lands adjacent to the river, and of the deterioration of the banks by the waters of the Lake. The effects of the Lake overflowing began to be felt in 1850, and continued almost uninterruptedly to the present time.

Previous to that date the fronts of the farms on the North Shore of Lake St. Francis were protected by a sandy beach, which was a sufficient though not an absolute defence against the invasions of the waters; even in those times these banks suffered a little every year, but nothing, people aver, in comparison with what they have suffered every year since that date, the waters having in 1850, overflowed this belt of sand and acted directly on the unprotected banks.

All the claimants are unanimous in alleging that in 1850, the level of the lake attained a height far greater than was usual, a height at which with few variations it has continued ever since. Along the north shore of the Lake there are many lands eminently adapted for the purposes of agriculture, nevertheless we find at least as many low lands, almost or quite unfit for cultivation, but to make amends producing in abundance a kind of hay of inferior quality which we have distinguished as coarse or wild hay, well suited to be food for horned cattle; it is particularly in Charlottenburg and on the fronts of the farms in St. Zotique, at the place called "Hay Point" (*Pointe aux foins*.) and on the south side of Lake St. Francis, from St. Regis nearly to the Village of St. Avicet that this hay land is found.

There are several thousands of acres of this land. Since 1849 this low land has always been submerged, and has consequently yielded nothing; the cultivable or cultivated land hereafter mentioned in this Report has not been constantly submerged all the time, but it may be said that the greater part of this land has been inundated every year, to an extent sufficient to render it useless and of no value.

We have endeavored in this Report to give a general idea of the damages of each individual, without however, enumerating the endless reasons which influenced the decisions of the amount of each award. This would have required long and very minute labor. We may state, nevertheless, in general terms, that our awards were always preceded by a visit to and personal examination of the places, and that our decisions were often founded on information from persons interested, neighbours and others, at times when they had no suspicions of our purpose. For more ample details we refer to the claims, which, it will be easily understood, include at least the whole extent of damage, estimated as high as possible.

Some individuals whose claims were filed in 1851 and 1852, have suffered greater losses than those stated in the Report which they furnished, for the reason

that in 1853 the inundation of the lands was more extensive than in the two years preceding.

We do not pretend in this Report to give the exact measurement of the land submerged on each person's lot, in many cases we give the measurement by approximation, in others in which the quantity of land damaged differs but little from that stated in the claim. We simply mention, for the sake of brevity, that the individual claims to be indemnified for such an extent of land submerged. This fact, taken together with the difference between the amount asked for and the sum awarded, will give a tolerably correct idea of the true state of things.

On a great number of lands the damages have no connection with the inundation, but result solely from the deterioration of the front from the constant action of the waters of the Lake.

We would have it understood, that whenever we speak of damage suffered on the front of the farms by the action of the water, we mean nothing more than damages of the latter kind. In some places this deterioration on the front has proceeded to a considerable extent, we notice particularly the western extremity of the front of St. Zotique, the adjacent part of the Township of Lancaster, and a part of the Townships of Charlottenburg and Cornwall, in which the inhabitants have been obliged to protect the boundaries of their lands by a dry stone wall, and that at great expense, as the stones are obtained with great difficulty in that neighbourhood, and the boundaries mentioned are from six to ten feet above the level of the lake.

There is one description of claim which concerns two or three inhabitants of St. Zotique, and a few in Lancaster and Godmanchester, but which we have not included in our category of indemnification, as in our opinion it carries no right thereto.

The matter is as follows:—the individuals concerned had, previously to 1850, without public authority, built wharves from the front of their property, which projected two, three, or four arpents into Lake St. Francis; these wharves slightly built were, in 1849, carried off by the high water, and for the loss they claim compensation.

We invite your attention to these matters, because the parties concerned are determined to maintain their rights if rights they are, and they are entitled so to do.

The claimants mentioned in this Report have been all paid, and have signed receipts in full for compensation of all damages, past and future, before Mr. Sirois in his capacity of Notary Public.

The inhabitants of St. Louis have, however, signed acknowledgments for compensation of those damages only which happened before 1st January, 1854. The construction of the projected embankment along the Hungry Bay will effectually prevent all future damage in River St. Louis and at the head of the Canal.

Passing through St. Clement de Beauharnois we paid Alexander Emond, mentioned in our Report on lands, taken for the purpose of waste-weir on the Beauharnois Canal, and proprietor of two-thirds north-east of lot 26 in Helenstown, the amount at which the piece of his land taken for the purpose above mentioned was valued, that is to say, £22 10s., for which sum he has given an acquittance before A. B. Sirois, N. P.

We give here the total amount paid by us since the twenty-fourth of May last, (1854.) In this amount is included the sum of £1094 14s., (£602 8s. 6d. and £492 5s. 6d.,) allowed to Murdock McPherson and John McPherson of the Township of Lancaster, by the award of the arbitration had in February, 1854.

We annex to this Report a list of all the claimants who have been paid since 24th May, 1854, together with the sums demanded and the sums received by them.

|                                                         |         |    |   |
|---------------------------------------------------------|---------|----|---|
| St. Louis de Gonzague (including A. Emond.) . . . . .   | £456    | 0  | 0 |
| Head of the Canal, (Charles Laroux.) . . . . .          | 135     | 0  | 0 |
| Charlottenburg and Lancaster, (U. C.) . . . . .         | 6639    | 14 | 0 |
| St. Zotique . . . . .                                   | 7134    | 11 | 1 |
| Grand Isle . . . . .                                    | 243     | 15 | 0 |
| Township of Dundee, (including Petit Cheval.) . . . . . | 1537    | 5  | 0 |
| do of Godmanchester . . . . .                           | 755     | 0  | 0 |
| Total . . . . .                                         | £16,901 | 5  | 1 |

CLAIMANTS AT ST. ZOTIQUE, PAID IN 1854.

| NAME of CLAIMANT.            | Proprietor or Tenant. | Description of Property.                 | NATURE AND EXTENT OF DAMAGE.                                                      | Amount claimed. |       | Amount awarded. |       | Remarks. |
|------------------------------|-----------------------|------------------------------------------|-----------------------------------------------------------------------------------|-----------------|-------|-----------------|-------|----------|
|                              |                       |                                          |                                                                                   | £               | s. d. | £               | s. d. |          |
| Asselin, Widow Frs., et al.  | Proprietor.           | $\frac{1}{10}$ of 3 Arpents $\times$ 20. | From 35 to 40 Arpents, submerged.                                                 | 150             | 0 0   | 72              | 0 0   |          |
| Asselin, Hyacinthe.          | do                    | $\frac{3}{3}$ $\times$ 20 do             | Front of Farm undermined, and carried away by water                               | 150             | 0 0   | 75              | 0 0   |          |
| Asselin, J. Baptiste.        | do                    | 1 $\times$ 2 do                          | Front of Lot undermined, Stable and buildings displaced by water.                 | 50              | 0 0   | 50              | 0 0   |          |
| Biron, Gilos.                | do                    | 2 $\times$ 20 do                         | From 10 to 12 Arpents submerged                                                   | 100             | 0 0   | 50              | 0 0   |          |
| Bissonnette, widow & heirs.  | do                    | 3 $\times$ 20 do                         | About 30 Arpents submerged                                                        | 106             | 0 0   | 80              | 0 0   |          |
| Birmingham, John             | do                    | 3 $\times$ 20 do                         | About 40 Arpents submerged                                                        | 167             | 10 0  | 160             | 0 0   |          |
| do                           | do                    | Village lot, 45 feet wide.               | A Bake-house damaged by water.                                                    |                 |       |                 |       |          |
| do                           | do                    | Lot, $\frac{3}{3}$ Arpent wide           | A Store-house damaged by water.                                                   |                 |       |                 |       |          |
| do                           | do                    | $\frac{3}{3}$ $\times$ 20 Arpents        | A third of whole Lot submerged                                                    |                 |       |                 |       |          |
| Bray, Olivier                | do                    | Lot, $\frac{3}{3}$ Arpent wide           | Front of Lot undermined, Drainage impeded, Expense of Protection Wall             | 200             | 0 0   | 160             | 0 0   |          |
| do                           | do                    | Lot, $1\frac{1}{2}$ do do                | do do                                                                             |                 |       |                 |       |          |
| Beriau, J. Baptiste          | do                    | do do do                                 | About 16 Arpents submerged                                                        | 75              | 0 0   | 60              | 0 0   |          |
| Beriau, Joseph               | do                    | No. 11 of 1st concession.                | About 45 Arpents submerged                                                        | 75              | 0 0   | 75              | 0 0   |          |
| do                           | do                    | Lot, $1\frac{1}{2}$ Arpent wide          | Front of Lot and a House damaged by water.                                        | 16              | 0 0   | 16              | 0 0   |          |
| Beauchène, François X.       | do                    | Lot, 30 feet wide                        | Damage, very slight                                                               | 8               | 6 8   | 5               | 0 0   |          |
| Boyer, Benjamin              | do                    | Lot, $\frac{3}{3}$ Arpent wide           | Front of Lot damaged, Protection Wall made necessary                              | 7               | 10 0  | 7               | 10 0  |          |
| Beaujeu, G. S. de            | do                    | do                                       | do                                                                                | 10              | 0 0   | 10              | 0 0   |          |
| Campbell, Walter             | do                    | $4\frac{1}{2}$ Arpent wide               | Front of Lot undermined and carried away 1 Arpent in depth                        | 200             | 0 0   | 67              | 10 0  |          |
| Charlebois, J. A.            | do                    | No. 9, 1st concession                    | About 20 Arpents submerged                                                        | 245             | 0 0   | 100             | 0 0   |          |
| Cétilot, Paul                | do                    | No. 42, 1st concession                   | Entirely overflowed except a single Arpent.                                       | 400             | 0 0   | 175             | 0 0   |          |
| Cétilot, J. Baptiste, et al. | do                    | $\frac{3}{3}$ Arpents $\times$ 20        | Front undermined, about 2 Arpents submerged                                       | 40              | 0 0   | 25              | 0 0   |          |
| Charles, J. Baptiste.        | do                    | 1 do wide                                | Front undermined                                                                  | 52              | 0 0   | 10              | 0 0   |          |
| Chales, Charles              | do                    | 4 Perches square                         | do do                                                                             | 22              | 10 0  | 12              | 10 0  |          |
| Craig, James                 | do                    | 2 village lots                           | One Lot, with a Tannery, entirely submerged, the other protected at great expense | 147             | 17 6  | 80              | 0 0   |          |

CLAIMANTS AT ST. ZOTIQUE, PAID IN 1854.—(Continued.)

| NAME OF CLAIMANT.                  | Proprietor or Tenant. | Description of Property.   | NATURE AND EXTENT OF DAMAGE.                                         | Amount claimed. |       | Amount awarded. |       | Remarks. |
|------------------------------------|-----------------------|----------------------------|----------------------------------------------------------------------|-----------------|-------|-----------------|-------|----------|
|                                    |                       |                            |                                                                      | £               | s. d. | £               | s. d. |          |
| Crites, George.....                | Tenant.....           | Lots 1 & 2, 1st Concession | 10 Arpents submerged, several Arpents uncultivable                   | 30              | 0     | 0               | 0     |          |
| Deschamps, Widow Joseph.....       | Proprietor.....       | 1 1/2 Arpent wide          | About 12 Arpents submerged                                           | 100             | 0     | 0               | 0     |          |
| Denis, Pierre.....                 | do.....               | Lot 31.....                | Whole Farm either submerged, or converted into a Swamp               | 600             | 0     | 557             | 10    | 0        |
| do                                 | do                    | 1/16 undivided of lot 55   | Damaged by the water                                                 | 4               | 5     | 4               | 5     | 0        |
| Duckett, William.....              | do                    | 3/4 x 20                   | 10 Arpents submerged, House and barn injured,                        | 350             | 0     | 300             | 0     | 0        |
| Labanc, Madam.....                 | Usufructuary.....     | 1 1/2 Arpent wide          | Farm nearly useless                                                  | 25              | 0     | 12              | 10    | 0        |
| Deschamps, Joseph.....             | Proprietor.....       | 1/2 do                     | Submerged, and rendered almost useless                               | 15              | 0     | 15              | 0     | 0        |
| Duboir, Vincent.....               | do                    | 1/2 do                     | Front undermined                                                     | 300             | 0     | 130             | 0     | 0        |
| Dickson, Robert.....               | do                    | Lot, 85 feet wide          | Stable half submerged, and part of Land                              | 75              | 0     | 60              | 0     | 0        |
| do                                 | do                    | Lot No. 9                  | Front of Farm and part of House carried away, drainage impeded       | 75              | 0     | 67              | 10    | 0        |
| Elie, André.....                   | do                    | 1/2 Arpent wide            | Front inundated, Buildings to be removed                             | 155             | 0     | 62              | 10    | 0        |
| Fournier, Albert.....              | do                    | 1/2 of lot No. 10          | 12 Arpents submerged                                                 | 100             | 0     | 30              | 0     | 0        |
| Fournier, Michel.....              | do                    | 3/4 x 20                   | Front of Farm undermined, partly submerged, Buildings to be removed  | 62              | 10    | 50              | 0     | 0        |
| Fabrique of St. Zotique.....       | do                    | Lot, 1/4 Arpent wide       | Front undermined, spare front of Church and Curé's garden inundated  | 50              | 0     | 40              | 0     | 0        |
| Gauthier, Cyrien.....              | do                    | Lot, 1/2 do                | Often inundated, Barn damaged                                        | 25              | 0     | 7               | 10    | 0        |
| Grange, Thomas & John.....         | do                    | Lot, 1/2 do x 204 feet     | Partly inundated, and Cellarage filled with water                    | 100             | 0     | 50              | 0     | 0        |
| Jaicks, Andrew.....                | Tenant.....           | Village lot                | A Baker's Oven destroyed by the water                                | 100             | 0     | 50              | 0     | 0        |
| Laforlune, Louis.....              | Proprietor.....       | 1 1/2 Arpent x 20          | 12 Arpents submerged                                                 | 5               | 0     | 5               | 0     | 0        |
| Leblanc, J. Baptiste.....          | do                    | 1 1/2 do wide              | 13 Arpents submerged                                                 | 323             | 0     | 210             | 0     | 0        |
| Leblanc, Amable.....               | do                    | 1 1/2 do do                | do                                                                   | 800             | 0     | 650             | 0     | 0        |
| Leblanc, Pierre.....               | do                    | do do                      | do                                                                   |                 |       |                 |       |          |
| Legros, Pierre.....                | do                    | do do                      | Entirely overflowed                                                  |                 |       |                 |       |          |
| Ledwidge, Thomas.....              | do                    | do x 2                     | Inundated in part                                                    |                 |       |                 |       |          |
| Lalonde, J. Baptiste & Joseph..... | do                    | 6 do wide                  | Half the Farm submerged                                              |                 |       |                 |       |          |
| do                                 | do                    | Lot 30                     | Entirely destroyed by inundation, Capital Buildings rendered useless |                 |       |                 |       |          |

|                                                  |    |                                     |                                                                      |     |    |     |    |   |
|--------------------------------------------------|----|-------------------------------------|----------------------------------------------------------------------|-----|----|-----|----|---|
| Lalonde, Israël, Isaie, Joseph and François..... | do | 1/2 lot 29                          | Land nearly all submerged Buildings injured, and surrounded by water | 175 | 0  | 165 | 0  | 0 |
| Lalonde, Joseph.....                             | do | Lot, 1/2 Arpent wide                | Front undermined, Building removed, Bank protected with stones       | 150 | 0  | 75  | 0  | 0 |
| do                                               | do | 1 1/2 Arpent wide of No. 24         | House endangered, protection Wall rendered necessary                 | 50  | 0  | 17  | 10 | 0 |
| Lalonde, Joachim.....                            | do | 1/2 Arpent wide                     | Front undermined                                                     | 6   | 0  | 6   | 0  | 0 |
| Lalonde, Julien.....                             | do | do do                               | do                                                                   | 25  | 0  | 15  | 0  | 0 |
| Lalonde, J. Baptiste.....                        | do | 1 do do on No. 19                   | Front undermined                                                     | 65  | 0  | 25  | 0  | 0 |
| Lalonde, Widow Guillaume.....                    | do | 9 1/2 Perches wide on No. 16        | Front undermined, expensive protection Wall necessary                | 4   | 0  | 4   | 0  | 0 |
| do                                               | do | do                                  | do                                                                   | 4   | 0  | 4   | 0  | 0 |
| do                                               | do | 1/2 Arpent on No. 16                | do                                                                   | 25  | 0  | 25  | 0  | 0 |
| Lefevre, François.....                           | do | Same lot as preceding               | do                                                                   | 50  | 0  | 25  | 0  | 0 |
| Lalonde, Joseph.....                             | do | 3 1/2 Perches on No. 16             | Front undermined, and House overturned by the water                  | 12  | 10 | 12  | 10 | 0 |
| Lalonde, Amable.....                             | do | 50 feet wide on No. 6               | Front undermined, and Building partly destroyed                      | 80  | 0  | 15  | 0  | 0 |
| Lalonde, Hyacinthe.....                          | do | 1 x 1 1/2 Arpent                    | do                                                                   | 50  | 0  | 37  | 10 | 0 |
| Martin, Joseph.....                              | do | Lots on No. 16                      | do                                                                   | 25  | 0  | 12  | 10 | 0 |
| McKie, Peter.....                                | do | No. 6, 1st concession               | do                                                                   | 25  | 0  | 12  | 10 | 0 |
| McKie, Joseph.....                               | do | 1/2 of No. 7, 1st concession        | do                                                                   | 275 | 0  | 75  | 0  | 0 |
| McKie, William.....                              | do | Nos. 8 & 10                         | Front undermined, and also the East line of No. 10                   | 150 | 0  | 36  | 0  | 0 |
| McKie, Duncan.....                               | do | No. 9, 1st concession               | do                                                                   | 60  | 0  | 40  | 0  | 0 |
| McKie, J. Baptiste.....                          | do | 1 1/2 Arpent wide, No. 24           | Front undermined, and also a House damaged                           | 100 | 0  | 81  | 18 | 4 |
| Monpetit, Hyacinthe.....                         | do | No. 36, 1st concession              | Whole Lot nearly submerged, House removed                            | 75  | 0  | 67  | 10 | 0 |
| Monpetit, Augustin.....                          | do | 1 1/2 Arpent wide, No. 34           | Whole Lot nearly submerged, House deserted                           | 100 | 0  | 92  | 10 | 0 |
| Minville, Joseph.....                            | do | 1/2 of No. 33, & 1/4 Arpent removed | Whole Lot nearly submerged, House and Stable removed                 | 75  | 0  | 37  | 10 | 0 |
| do                                               | do | 1/2 of No. 21                       | Front undermined, House removed                                      | 30  | 0  | 15  | 0  | 0 |
| do                                               | do | 1/2 Arpent on No. 15                | do                                                                   | 200 | 0  | 75  | 0  | 0 |
| do                                               | do | 2 do on No. 10                      | Front undermined, two Houses partly destroyed, drainage impeded      | 7   | 10 | 7   | 10 | 0 |
| do                                               | do | 4 Perches wide, No. 2               | do                                                                   | 50  | 0  | 50  | 0  | 0 |
| McGillis, Widow.....                             | do | 2 1/2 Arpents wide, No. 2           | Front undermined, Buildings damaged                                  | 25  | 0  | 12  | 10 | 0 |
| McInyre, Abm. & Eliza.....                       | do | 1 do do x 23                        | do                                                                   | 250 | 0  | 212 | 10 | 0 |
| McInyre, Abm.....                                | do | 1 do do x 2                         | do                                                                   | 4   | 5  | 4   | 5  | 0 |
| Mountain, Rev. J. S.....                         | do | 8 do superficies                    | 6 Arpents of Front undermined, a good House much injured             | 87  | 10 | 80  | 0  | 0 |
| do                                               | do | 1/2 of No. 35                       | Nearly all submerged                                                 |     |    |     |    |   |
| Minville, Julien & Louis.....                    | do | 1 1/2 Arpent wide of No. 43         | Nearly all submerged, House undermined                               |     |    |     |    |   |
| Poirier, Bazile.....                             | do |                                     |                                                                      |     |    |     |    |   |

£4 allowed but not paid.



CLAIMANTS AT ST. ZOTIQUE, PAID IN 1854.—(Continued.)

| NAME OF CLAIMANT            | Proprietor or Tenant        | Description of Property.           | NATURE AND EXTENT OF DAMAGE.                                                        | Amount claimed. |       | Amount awarded. |       | Remarks.                                                                |
|-----------------------------|-----------------------------|------------------------------------|-------------------------------------------------------------------------------------|-----------------|-------|-----------------|-------|-------------------------------------------------------------------------|
|                             |                             |                                    |                                                                                     | £               | s. d. | £               | s. d. |                                                                         |
| Parant, Joseph W            | Proprietor                  | ½ Arpent on No. 25, also lot No. 4 | No. 25 slightly undermined, on No. 4, four Village Lots and Houses submerged        | 200             | 0 0   | 125             | 0 0   |                                                                         |
| Pease, Orton                | do                          | 100 feet wide on No. 6             | Front undermined, Store and Store-house injured, and requiring expensive protection | 30              | 0 0   | 25              | 0 0   |                                                                         |
| Prieur, J. Bte., the father | do                          | 1½ Arpent wide No. 6               | Front undermined, expensive Protection Wall, drainage prevented                     | 50              | 0 0   | 40              | 0 0   |                                                                         |
| Prieur, J. Bte., son        | do                          | No. 8, 2 Arpent wide               | Small part of Front damaged                                                         | 17              | 10 0  | 17              | 10 0  |                                                                         |
| Prieur, Augustin            | do                          | ½ Arpent on No. 10                 | Front undermined                                                                    |                 |       |                 |       |                                                                         |
| Prieur, Widow Jean          | Proprietor & ½ Usufructuary | No. 17                             | Front undermined, large House to be removed, drainage prevented                     | 202             | 10 0  | 87              | 10 0  | £50 allowed, still due on this claim, her son being a party interested. |
| Prieur, François            | do                          | No. 18, and ½ Arpent on No. 19     | Front undermined, expensive protection necessary, drainage injured                  | 200             | 0 0   | 112             | 10 0  |                                                                         |
| Perry, Alexander            | do                          | Lots 7 & 8                         | Front of No. 7, consisting of Village Lots, undermined; No. 8, 5 Arpents inundated  | 263             | 10 0  | 130             | 0 0   |                                                                         |
| St. Amand, François Xavier  | do                          | 2 Arpents wide of No. 3            | 13 or 14 Arpents submerged                                                          | 100             | 0 0   | 52              | 10 0  |                                                                         |
| Sullivan, Edward            | do                          | No. 22                             | Front undermined, Drainage impeded, House removed                                   | 150             | 0 0   | 75              | 0 0   |                                                                         |
| Sauvé, J. Baptiste          | do                          | ½ Arpent wide on No. 20            | Front undermined, House must be removed                                             | 60              | 0 0   | 45              | 0 0   |                                                                         |
| Sauvé, Seraphin             | do                          | 2½ do do on No. 15                 | Front undermined, House removed                                                     | 150             | 0 0   | 60              | 0 0   |                                                                         |
| Seguin, Joseph              | do                          | ½ do do on No. 26                  | Submerged in part                                                                   | 7               | 10 0  | 7               | 10 0  |                                                                         |
| Veronneau, Joseph           | do                          | No. 28, and East ½ of 29           | Inundated to great extent, Capital Buildings rendered valueless                     | 900             | 0 0   | 500             | 0 0   |                                                                         |
| Wattier, Pierre Emilien     | do                          | No. 8, and part of No. 7           | Nearly 40 Arpents in superficies inundated                                          | 386             | 0 0   | 200             | 0 0   |                                                                         |
| Whitney, H. H. & N. S.      | do                          | 5 Arpents in superficies and Hotel | Front of Lot submerged, House and dependencies requiring expensive protection       | 200             | 0 0   | 200             | 0 0   |                                                                         |
| Veronneau, Denis            | do                          | No. 14                             | Front undermined, 4 Arpents submerged, Drainage impeded                             | 150             | 0 0   | 75              | 0 0   |                                                                         |

[*Translation.*]

CLAIMANTS on the RIVER A BEAUDET, PARISH of St. ZOTIQUE.

*Paid in 1854.*

The River à Beaudet is a small stream which, coming from the Interior, traverses the western part of the Parish of St. Zotique to empty itself into Lake St. Francis.

In the last mile or mile and a half of its course, the level of the River has always been very little higher than that of the Lake; the least rise in the waters of the Lake produced a proportionate rise in those of the River.

From this circumstance it will be easy to perceive, that the extraordinary rise in the waters of the Lake, could not exist without operating greatly to increase the volume of water in this little River. Accordingly the River like the Lake has widened its bed, at the expense of the neighbouring proprietors. The lands which are adjacent to this stream, from its mouth to a distance of a mile and a-half rise abruptly very near to its banks.

Nevertheless, at the foot of this steep bank, throughout nearly all this distance there is a strip of land varying from a quarter of an acre to two acres and a-half in width, which yielded wild hay in great abundance before the rising of the water. In certain places this land was capable of cultivation and was actually cultivated. Since 1849, it has been almost constantly inundated, so as to have become absolutely useless. From these circumstances the damages to the inhabitants of River à Beaudet have proceeded. They have, however, been of small importance. We consider it therefore unnecessary to do no more than to state the names of the properties, and the proprietors, suffering loss or damage, and the sum allowed, without entering into a minute account of every inch of ground submerged. It is sufficient to premise, that the land submerged on the property of every single individual, does not exceed three arpents in superficies. All the claimants mentioned have been paid, and have given a discharge in full, for all damages past and to come.

RIVER A BEAUDET.

| NAMES of CLAIMANTS.        | Tenants or Proprietors. | Description of Property.                                    | NATURE AND EXTENT OF DAMAGE. | Amount claimed. |       | Amount awarded. |       | Remarks. |
|----------------------------|-------------------------|-------------------------------------------------------------|------------------------------|-----------------|-------|-----------------|-------|----------|
|                            |                         |                                                             |                              | £               | s. d. | £               | s. d. |          |
|                            |                         |                                                             |                              |                 |       |                 |       |          |
| Asselin, Widow Philip      | Proprietor.             | 1½ × 30 Arpents                                             | Front inundated.             | 15              | 0     | 15              | 0     |          |
| Biron, Joseph Charles      | do                      | No. 5, 3 × 20 Arpents.                                      | do do                        | 17              | 10    | 17              | 10    |          |
| Benard, Olivier            | Usufructu-<br>ary       | 6 Arpents superficies, on<br>No 19                          | do                           | 10              | 0     | 10              | 0     |          |
| Beauchêne, Joseph.         | Proprietor.             | 1½ × 23 Arpents                                             | do                           | 5               | 0     | 5               | 0     |          |
| Beauchêne, James           | do                      | do do                                                       | do                           | 5               | 0     | 5               | 0     |          |
| Deschamps, Pierre.         | do                      | No. 24, 3 × 26 Arpents                                      | do                           | 23              | 0     | 23              | 0     |          |
| Dooley, William & Jeremiah | do                      | No. 14                                                      | do                           | 20              | 0     | 20              | 0     |          |
| Fournier, Joseph           | do                      | 1½ × 28 Arpents on<br>No. 18, 1½ × 25<br>Arpents on No. 19. | do                           | 17              | 10    | 17              | 10    |          |
| Garland, John              | do                      | No. 16, and ½ of No. 17.                                    | do                           | 20              | 0     | 20              | 0     |          |
| Lalonde, J. Baptiste, fils | do                      | No. 22                                                      | do                           | 12              | 10    | 12              | 10    |          |
| Leblanc, Etienne           | do                      | 1½ Arpents × 24, No. 21                                     | do                           | 10              | 0     | 10              | 0     |          |
| Lafortune, Narcisse        | do                      | ¾ of No. 20                                                 | do                           | 16              | 6     | 16              | 6     |          |
| Lafortune Moyse            | do                      | 1 of No. 19                                                 | do                           | 25              | 0     | 25              | 0     |          |
| Lafortune, François        | do                      | No. 15                                                      | do                           | 10              | 0     | 10              | 0     |          |
| Loughran, William          | do                      | 1½ Arpent × 44 on No. 8.                                    | Front undetermined           | 7               | 10    | 7               | 10    |          |
| Meegan, James              | do                      | do do do on No. 10.                                         | do                           | 17              | 10    | 17              | 10    |          |
| Meegan, Lawrence           | do                      | 3 × 44, Nos. 8 & 10                                         | do                           | 20              | 0     | 20              | 0     |          |
| Parent, Jean Marie, et al  | do                      | 1½ of No. 18                                                | do                           | 6               | 11    | 6               | 11    |          |
| Rogers, Thomas             | do                      | No. 2                                                       | do                           | 20              | 0     | 20              | 0     |          |
| Scanlan, John.             | do                      | No 3                                                        | do                           | 22              | 10    | 22              | 10    |          |
| Sauvé, Antoine             | do                      | No 25                                                       | do                           | 7               | 10    | 7               | 10    |          |
| Sauvé, Alexis              | do                      | 3 Arpents × 25, No. 23                                      | do                           | 15              | 0     | 15              | 0     |          |

RIVER A BEAUDET.

| NAMES of CLAIMANTS.        | Tenants or Proprietors. | Description of Property.              | NATURE AND EXTENT OF DAMAGE. | Amount claimed. |       | Amount awarded. |       | Remarks. |
|----------------------------|-------------------------|---------------------------------------|------------------------------|-----------------|-------|-----------------|-------|----------|
|                            |                         |                                       |                              | £               | s. d. | £               | s. d. |          |
| Asselin, Widow Philip      | Proprietor.             | 1½ x 30 Arpents                       | Front inundated.             | 15              | 0     | 15              | 0     |          |
| Biron, Joseph Charles      | do                      | No. 5, 3 x 20 Arpents.                | do do                        | 17              | 10    | 17              | 10    |          |
| Benard, Olivier            | Usufructu-<br>ary       | 6 Arpents superficies, on<br>No 19    | do                           | 10              | 0     | 10              | 0     |          |
| Beauchéne, Joseph          | Proprietor              | 1½ x 23 Arpents                       | do do                        | 5               | 0     | 5               | 0     |          |
| Beauchéne, James           | do                      | do do                                 | do do                        | 5               | 0     | 5               | 0     |          |
| Deschamps, Pierre          | do                      | No. 24, 3 x 26 Arpents                | do do                        | 23              | 0     | 23              | 0     |          |
| Dooley, William & Jeremiah | do                      | No 14                                 | do do                        | 20              | 0     | 20              | 0     |          |
| Fournier, Joseph           | do                      | 1½ x 23 Arpents on<br>No. 18, 1½ x 25 | do                           | 17              | 10    | 17              | 10    |          |
| Garland, John              | do                      | Arpents on No. 19.                    | do do                        | 20              | 0     | 20              | 0     |          |
| Lalonde, J. Baptiste, fils | do                      | No. 16, and ½ of No. 17.              | do do                        | 12              | 10    | 12              | 10    |          |
| Leblanc, Etienne           | do                      | No. 22                                | do do                        | 10              | 0     | 10              | 0     |          |
| Lafortune, Narcisse        | do                      | 1½ Arpents x 24, No. 21               | do do                        | 16              | 6     | 16              | 6     |          |
| Lafortune, Moyses          | do                      | ½ of No. 20                           | do do                        | 25              | 0     | 25              | 0     |          |
| Lafortune, François        | do                      | ½ of No. 19                           | do do                        | 10              | 0     | 10              | 0     |          |
| Loughran, William          | do                      | No. 15                                | Front undermined             | 7               | 10    | 7               | 10    |          |
| Meehan, James              | do                      | 1½ Arpent x 44 on No. 8.              | Front inundated.             | 17              | 10    | 17              | 10    |          |
| Meehan, Lawrence           | do                      | do do do on No. 10.                   | do do                        | 20              | 0     | 20              | 0     |          |
| Parent, Jean Marie, et al  | do                      | 3 x 44, Nos. 8 & 10                   | do do                        | 6               | 11    | 6               | 11    |          |
| Rogers, Thomas             | do                      | 11 of No. 18                          | do do                        | 20              | 0     | 20              | 0     |          |
| Scanlan, John              | do                      | No. 2                                 | do do                        | 22              | 10    | 22              | 10    |          |
| Sauvé, Antoine             | do                      | No 3                                  | do do                        | 7               | 10    | 7               | 10    |          |
| Sauvé, Alexis              | do                      | No 25                                 | do do                        | 15              | 0     | 15              | 0     |          |
| Sauvé, Alexis              | do                      | 3 Arpents x 25, No. 23                | do do                        | 15              | 0     | 15              | 0     |          |

TOWNSHIP of DUNDAS, (PETIT CHENAL AND BITTERN'S ISLAND.)

| NAMES of CLAIMANTS.          | Tenants or Proprietors. | Description of Property.                     | NATURE AND EXTENT OF DAMAGE.                                                      | Amount claimed. |       | Amount awarded. |       | Remarks.                                                |
|------------------------------|-------------------------|----------------------------------------------|-----------------------------------------------------------------------------------|-----------------|-------|-----------------|-------|---------------------------------------------------------|
|                              |                         |                                              |                                                                                   | £               | s. d. | £               | s. d. |                                                         |
| Chatelain, P. et al          | Proprietor              | Lot No. 3, Petit Chenal.                     | Twenty Arpents under cultivation and forty of Meadow inundated                    | 250             | 0     | 81              | 5     |                                                         |
| Chatelain, François et al    | do                      | Lot No. 4                                    | One-half of fifty Arpents of Arable, and twenty of Meadow and woodland, inundated | 250             | 0     | 125             | 0     |                                                         |
| Dufresne, Louis              | do                      | Lot No. 10                                   | 3 Arpents of Meadow, and 12 of Woodland, inundated                                | 100             | 0     | 41              | 5     |                                                         |
| Desrochers, François Xavier  | do                      | Lots No. 8 & No. 9, Bittern's Island         | 14 Arpents of Arable, several of Meadow and Woodland inundated                    | 137             | 10    | 132             | 10    | Of this sum \$25 only has been paid. \$107 remains due. |
| Desrochers, J. Baptiste      | do                      | Lot No. 7, Petit Chenal.                     | 7 Arpents of Arable Land inundated                                                | 112             | 10    | 30              | 0     |                                                         |
| Desrochers, Antoine & Ignace | do                      | Lot No. 13                                   | 10 or 12 Arpents of Meadow inundated, and a few Arpents injured                   | 150             | 0     | 42              | 10    |                                                         |
| Empey, John & William        | do                      | Lot No. 14                                   | 5 or 5 Arpents of Woodland, and 4 of Arable, inundated                            | 37              | 10    | 30              | 0     |                                                         |
| Grant, Donald                | do                      | Lot No. 12                                   | 3 Arpents of coarse Meadow, and 8 of Arable Land, submerged                       | 75              | 0     | 42              | 10    |                                                         |
| Lajambe, Ignace              | do                      | Lot No 7, and part of No 8, Bittern's Island | 6 Arpents of Arable, and 12 of coarse Hay Land, submerged                         | 100             | 0     | 27              | 10    |                                                         |
| Leclair, André, et al        | do                      | Lot No. 7, Petit Chenal.                     | 4 or 5 Arpents of Arable, 15 of Woodland, submerged                               | 170             | 0     | 50              | 0     |                                                         |
| Lawlor, Widow Patrick et al  | do                      | Part of lot No. 8, Petit Chenal.             | 10 Arpents partly cultivated, and 10 Arpents in Wood, submerged                   | 120             | 0     | 27              | 10    |                                                         |
| Myers, Peter                 | do                      | Part of lot No. 7, Bittern's Island          | 1½ Arpents of Arable Land, and 8 Arpents of coarse Meadow, submerged              | 112             | 10    | 17              | 10    |                                                         |
| Parker, John                 | do                      | ½ of No. 11, Petit Chenal                    | Same as those of Louis Dufresne                                                   | 41              | 5     | 41              | 5     |                                                         |
| Piamondon, Joseph            | do                      | No. 5, and part of No. 8, Petit Chenal       | 15 Arpents of Arable, and 35 or 40 of Woodland, submerged                         | 450             | 0     | 200             | 0     |                                                         |
| Piamondon, Joseph, junior.   | do                      | No. 7 of Bittern's Island                    | 25 Arpents of wild Meadow submerged, and other Land injured                       | 75              | 0     | 52              | 10    |                                                         |
| Taillon, J. Baptiste         | do                      | Parts of Nos. 8 & 7, Petit Chenal            | 20 Arpents of Woodland submerged                                                  | 100             | 0     | 50              | 0     |                                                         |
| Taillon, John, junior        | do                      | ½ of No. 11, Petit Chenal                    | Same as those of Louis Dufresne, and a Barn damaged                               | 100             | 0     | 47              | 10    |                                                         |

TOWNSHIP OF DUNDAS, (PETIT CHENAL AND BITTERN'S ISLAND).—(Continued.)

| NAMES OF CLAIMANTS.       | Tenants or Proprietors. | Description of Property.                       | NATURE AND EXTENT OF DAMAGE.                  | Amount claimed. |       | Amount awarded. |       | Remarks. |
|---------------------------|-------------------------|------------------------------------------------|-----------------------------------------------|-----------------|-------|-----------------|-------|----------|
|                           |                         |                                                |                                               | £               | s. d. | £               | s. d. |          |
| Urguet, Widow Peter ..... | Usufructuary Proprietor | No. 9, Petit Chenal ..<br>No. 7, & No. 8 ..... | 2½ Arpents of coarse Hay Land submerged ..... | 100             | 0     | 15              | 0     |          |
| Ward, Richard .....       | Proprietor              | No. 7, & No. 8 .....                           | 15 Arpents of Woodland submerged .....        |                 | 0     | 50              | 0     |          |

SALMON RIVER.

|                         |            |                       |                                                |     |   |     |   |  |
|-------------------------|------------|-----------------------|------------------------------------------------|-----|---|-----|---|--|
| Plamondon, Ignace ..... | Proprietor | 11 Arpents × 40 ..... | Land nearly all submerged, House injured ..... | 800 | 0 | 500 | 0 |  |
| Vandal, Augustin .....  | do         | Building lot .....    | Inundated, House to be removed .....           | 50  | 0 | 41  | 0 |  |

TOWNSHIP OF GODMANCHESTER.

|                             |    |                         |                                                                                                                                                                     |      |   |     |   |  |
|-----------------------------|----|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---|-----|---|--|
| Somerville, Robert Brown .. | do | 4½ Arpents × 58 .....   | Whole Front undermined, 150 Acres inundated. ....                                                                                                                   | 450  | 0 | 175 | 0 |  |
| Tully, John .....           | do | No. 10 & ½ of No. 12 .. | A Steam Saw-mill rendered useless, loss of 1s. 3d. each on 3,000 Saw Logs, inundation of 25 Acres of fresh cleared Land, and the Woodland generally submerged ..... | 1900 | 0 | 589 | 0 |  |

GRAND ISLE, PARISH OF ST. TIMOTHY.

|                           |            |                                          |                  |     |    |   |     |    |   |
|---------------------------|------------|------------------------------------------|------------------|-----|----|---|-----|----|---|
| Beaudet, Godefroi .....   | Proprietor | { 1½ Arpent × 26. ..<br>4½ do × 20. .. } | Inundation ..... | 68  | 15 | 0 | 68  | 15 | 0 |
| D'Arpentigny, Benjamin .. | do         | 3 × 20 .....                             | do .....         | 175 | 0  | 0 | 175 | 0  | 0 |

ST. LOUIS DE GONZAQUE AND ST. TIMOTHY.

|                             |            |                                   |                                                       |     |    |   |     |    |   |
|-----------------------------|------------|-----------------------------------|-------------------------------------------------------|-----|----|---|-----|----|---|
| Asselin, Augustin .....     | Proprietor | No. 33, St. Louis .....           | For all Damages sustained up to 1st January, 1854. .. | 34  | 5  | 0 | 34  | 5  | 0 |
| Bariteau, Medard .....      | do         | No. 36, Ormistown .....           | do .....                                              | 66  | 0  | 0 | 66  | 0  | 0 |
| Bogue, Henry .....          | do         | Nos. 38 & 39 do .....             | do .....                                              | 61  | 0  | 0 | 61  | 0  | 0 |
| Cardinal, Ephraim .....     | do         | Part of No. 35 do .....           | do .....                                              | 35  | 0  | 0 | 35  | 0  | 0 |
| Cardinal, Felix .....       | do         | do do .....                       | do .....                                              | 37  | 10 | 0 | 37  | 10 | 0 |
| Desroselles, Michel .....   | do         | No. 23 do .....                   | do .....                                              | 18  | 0  | 0 | 18  | 0  | 0 |
| Hensault, J. Baptiste ..... | do         | Nos. 29 & 30 do .....             | do .....                                              | 82  | 10 | 0 | 82  | 10 | 0 |
| Hogue, Joseph .....         | do         | Part of No. 27 do .....           | do .....                                              | 15  | 0  | 0 | 15  | 0  | 0 |
| Lalonde, Moïse .....        | do         | No. 35, do .....                  | do .....                                              | 31  | 15 | 0 | 31  | 15 | 0 |
| Lanning, Nathaniel .....    | do         | No. 6, 8th Range, Ormistown ..... | do .....                                              | 17  | 10 | 0 | 17  | 10 | 0 |
| Leroux, Charles .....       | do         | 4 × 25 Arpents .....              | do .....                                              | 135 | 0  | 0 | 135 | 0  | 0 |
| Rabaud, Théophile .....     | do         | No. 28, Ormistown .....           | do .....                                              | 12  | 0  | 0 | 12  | 0  | 0 |
| Rivet, Pierre .....         | Tenant     | No. 37, do .....                  | For past Damages .....                                | 23  | 0  | 0 | 23  | 0  | 0 |

| NAME of CLAIMANT.     | Tenant or Proprietor. | Description of Property.                            | NATURE AND EXTENT OF DAMAGE.                   | Amount claimed. |       | Amount Awarded. |       | Remarks.                                      |
|-----------------------|-----------------------|-----------------------------------------------------|------------------------------------------------|-----------------|-------|-----------------|-------|-----------------------------------------------|
|                       |                       |                                                     |                                                | £               | s. d. | £               | s. d. |                                               |
| Adams, Joseph         | Proprietor.           | East 1/3 of lot 20, 1st Concession, Charlottenburgh | Trifling Damage on front of Lot                | 7 10            | 0     | 7 10            | 0     |                                               |
| do do                 | Tenant                | Part lot 25, 1st Concession, do                     | do do                                          | 5               | 0     | 5               | 0     |                                               |
| Arthur, John          | Proprietor.           | West 1/3 lot 22, 1st Concession, do                 | 3 Arpents submerged.                           | 20              | 0     | 12 10           | 0     |                                               |
| Barker, Stephen       | do                    | East 1/3 lot 24, 1st Concession, do                 | 18 Arpents submerged                           | 175             | 0     | 46              | 0     | Barker receives half of award.                |
| Cameron, Angus        | do                    | West 1/3 lot F., 1st Concession, do                 | 90 Arpents submerged                           | 150             | 0     | 115             | 0     |                                               |
| do do                 | do                    | Other 1/3 lot F., 1st Concession, do                | Inundation                                     | 45              | 0     |                 |       |                                               |
| Cameron, Alexander    | do                    | West 1/3 of East 1/3 of lot 16, 1st Concession, do  | Trifling Damage                                | 12 10           | 0     | 7 10            | 0     | Mr. Cameron's title to this lot is contested. |
| Cameron, John         | do                    | West 1/3 of lot 14, 1st Concession, do              | Several Arpents submerged                      | 45              | 0     | 25              | 0     |                                               |
| Colquhoun, Sutherland | do                    | Lot 12, and part of lot 11, Indian Reserves.        | Five Arpents submerged                         | 137             | 0     | 57 10           | 0     |                                               |
| Craig, James          | do                    | Lot 5 and 1/3 lot 6 do                              | Four and a half Arpents of frontage submerged. | 22 10           | 0     | 20              | 0     |                                               |
| Craig, John           | do                    | West 1/3 of lot 3 do                                | One Arpent carried away by water               | 30              | 0     | 22 10           | 0     |                                               |
| Campbell, Mrs. Widow  | do                    | East 1/3 of lot C., Corn-wall                       | Undermining front of Lot.                      | 72 10           | 0     | 30              | 0     |                                               |
| Desrochers, John      | do                    | Part West 1/3, lot 4, Charlottenburgh               | Front of Lot undermined, and Building damaged  | 42 10           | 0     | 13              | 0     |                                               |
| Desrochers, Antoine   | do                    | Small emplacement do                                | Damage trifling                                | 9               | 5     | 4               | 10    |                                               |
| Dogherty, Alexander   | do                    | West 1/3, lot 24 do                                 | One Arpent under Culture submerged             | 87 10           | 0     | 30              | 0     |                                               |

|                          |    |                                                     |                                                                                  |        |    |       |   |  |
|--------------------------|----|-----------------------------------------------------|----------------------------------------------------------------------------------|--------|----|-------|---|--|
| Dingwall, Malcolm        | do | Lots D. & E., 1st Concession do                     | Considerable Damage, Land rendered almost useless, 108 Acres having been damaged | 500    | 0  | 400   | 0 |  |
| Fraser, Evan             | do | 1/3 lot 2, and East 1/3 of lot 3, 1st Range, do     | 30 Arpents Marsh Meadow, and 12 under Culture, submerged                         | 160    | 0  | 95    | 0 |  |
| Farlinger, Edward        | do | Lot 9 x 12 Arpents, do                              | Undermining by waters of Lake                                                    | 157    | 10 | 100   | 0 |  |
| Farlinger, Nicholas      | do | Part Nos. 16 & 17, Indian Reserves, do              | About 3 Arpents inundated                                                        | 15     | 0  | 7 10  | 0 |  |
| Flanagan, John           | do | 1/3 of lots No. 6 & 7, and part of No. 8, do        | Undermining of Banks                                                             | 175    | 0  | 100   | 0 |  |
| Ferguson, Alexander      | do | Part of Lots D. C. and G, 1st Concession, do        | 168 Acres Marsh Meadow, and 8 Acres under Culture, submerged                     | 344    | 0  | 300   | 0 |  |
| Grant, Peter             | do | East 1/3 No. 10, 1st Concession, do                 | 1 1/2 Arpents Marsh Meadow, and 3 Arpents under Culture, damaged                 | 45     | 0  | 16    | 0 |  |
| Grant, Alexander         | do | East 1/3 No. 8, 1st Concession, do                  | 6 Arpents Marsh Meadow submerged                                                 | 30     | 0  | 30    | 0 |  |
| Grant, Archibald         | do | East 1/3 No. 11, 1st Concession, do                 | 2 Acres of Land under Culture inundated                                          | 20     | 0  | 18    | 0 |  |
| Grant, Richard           | do | West 1/3 No. 24, 1st Concession, do                 | 15 Acres of Meadow, and 10 Acres under Culture, inundated                        | 620    | 0  | 180   | 0 |  |
| Grant, Ellen             | do | West 1/3 No. 16, 1st Concession, do                 | Trifling Damage along front of Lot                                               | 30     | 0  | 20    | 0 |  |
| Grant, Alexander & Peter | do | Part of West 1/3 No. 23, 1st Concession, do         | Six Acres submerged                                                              | 93     | 0  | 50    | 0 |  |
| Grant, John              | do | East 1/3 No. 17, 1st Concession, do                 | 3 Acres under Culture submerged, and 6 Acres damaged                             | 30     | 0  | 30    | 0 |  |
| Gallagher, Charles       | do | Front of No. 10 and part of 11, Indian Reserves, do | Undermining of front of Lot                                                      | 140    | 0  | 57 10 | 0 |  |
| Gadbois, Francois        | do | Emplacement, East 1/3 No. 4, do                     | do do                                                                            | 15     | 0  | 4 10  | 0 |  |
| do do                    | do | East 1/3 No. 9, do                                  | do do                                                                            | 15     | 0  | 15    | 0 |  |
| Freeman, Daniel          | do | 2 Emplacements, 1st Concession, do                  | 12 Acres damaged                                                                 | 137 10 | 0  | 62 10 | 0 |  |
| do do                    | do | Lot, I, 1st Concession, do                          |                                                                                  |        |    |       |   |  |

| NAMES of CLAIMANTS.       | Tenant or Proprietor. | Description of Property.                                           | NATURE AND EXTENT OF DAMAGE.                                             | Amount claimed. |    | Amount awarded. |    | Remarks. |
|---------------------------|-----------------------|--------------------------------------------------------------------|--------------------------------------------------------------------------|-----------------|----|-----------------|----|----------|
|                           |                       |                                                                    |                                                                          | £               | s. | £               | s. |          |
|                           |                       |                                                                    |                                                                          | d.              | d. | d.              | d. |          |
| Hamilton, John            | Proprietor.           | Hamilton Island, 300 Acres, .....                                  | 45 Arpents of Meadow Land, and 50 Arpents under Culture, submerged ..... | 450             | 0  | 375             | 0  |          |
| McGillis, Alexander       | do                    | Lot A, 1st Concession, Charlottenburgh.....                        | Large extent of Hay Land, and Land under Culture, submerged.....         | 495             | 0  | 400             | 0  |          |
| McLaughlin, John          | do                    | Lot C, do, do .....                                                | Same Damage as last Claimant.....                                        | 400             | 0  | 400             | 0  |          |
| McLaughlin, Kenneth       | do                    | Lots K & L, do do .....                                            | 3 Acres of Land under Culture, submerged, and Wharf damaged.....         | 95              | 0  | 20              | 0  |          |
| McDonald, Kenneth         | do                    | West ½ No. 10, 1st Concession, do .....                            | Undermining of front of Lot, and Damage to 3 Arpents .....               | 50              | 0  | 25              | 0  |          |
| McDonnell, Angus          | do                    | East ½ No. 9, 1st Concession do .....                              | Seven Arpents submerged .....                                            | 35              | 0  | 35              | 0  |          |
| McDonnell, Allan          | do                    | Parts of lots I, K, L, 1st Concession do .....                     | Fifteen Arpents submerged .....                                          | 92              | 0  | 75              | 0  |          |
| McDonald, Allan           | do                    | West ½ No. 12, 1st Concession do .....                             | Trifling Damage in front of Lot .....                                    | 15              | 0  | 12              | 10 |          |
| McDonald, Ewen            | do                    | West ¼, lot C, 1st Concession, Cornwall .....                      | Undermining of Banks .....                                               | 72              | 10 | 30              | 0  |          |
| McDonald, Archibald       | do                    | Emplacement, part of No. 18, 1st Concession, Charlottenburgh ..... | Considerable Damage from situation of house.....                         | 61              | 0  | 45              | 0  |          |
| McDonald, Honorable J. S. | do                    | No 7, 1st Concession do .....                                      | Damage from submersion of Marsh Meadow Land.....                         | 150             | 6  | 80              | 0  |          |
| McDonald, Alexander       | do                    | West ½ No. 15, 1st Concession, do .....                            | Trifling Damage to front of Lot .....                                    | 8               | 0  | 7               | 10 |          |
| McDonald, John            | do                    | Lot D, 1st Concession, do .....                                    | Undermining of front of Lot .....                                        | 40              | 0  | 40              | 0  |          |
| McDougal, Duncan          | do                    | West ¼ of No. 4, 1st Concession, do .....                          | 18 Arpents under Culture, and 30 Arpents of Marsh Meadow, submerged..... | 90              | 0  | 90              | 0  |          |

|                            |    |                                                        |                                                                               |     |    |     |    |                                                                                                                             |
|----------------------------|----|--------------------------------------------------------|-------------------------------------------------------------------------------|-----|----|-----|----|-----------------------------------------------------------------------------------------------------------------------------|
| McDougal, Donald           | do | West ½ No. 3, East ¼ No. 4, 1st Concession, do .....   | 16 Arpents under Culture, and 30 Arpents of Marsh Meadow Land submerged ..... | 80  | 0  | 80  | 0  |                                                                                                                             |
| McLeod, William            | do | West ½ No. 13, East ½ No. 14, 1st Concession do .....  | 2 Arpents submerged, front of Lot damaged .....                               | 30  | 0  | 30  | 0  |                                                                                                                             |
| Murehison, John            | do | West ½ No. 21, 1st Concession, do .....                | 1½ Arpent submerged, front of Lot damaged .....                               | 15  | 0  | 12  | 10 |                                                                                                                             |
| Murehison, Kenneth         | do | East ½ No. 22, 1st Concession, do .....                | ¾ Arpent under Culture damaged .....                                          | 33  | 15 | 12  | 10 |                                                                                                                             |
| McGregor, Donald           | do | East ½ No. 15, 1st Concession, do .....                | 2½ Arpents under Culture damaged.....                                         | 25  | 0  | 15  | 0  |                                                                                                                             |
| McGinnis, Colin            | do | East ½ No. 12, 1st Concession, do .....                | Front of Lot damaged, 1½ Arpents submerged .....                              | 30  | 0  | 20  | 0  |                                                                                                                             |
| Purcell, Michael           | do | Parts Nos. 8 & 9, Indian Reserves .....                | do do do .....                                                                | 75  | 0  | 57  | 10 | Right of McGinnis property contested by one Donald Cameron, who consequently claimed payment to himself of damages awarded. |
| Paré, Joseph (alias Perry) | do | East ½ No. 4, 1st Concession Charlottenburgh .....     | do do do .....                                                                | 8   | 0  | 8   | 0  |                                                                                                                             |
| Robitseau, Joseph          | do | East ½ No. 16, 1st Concession, do .....                | 1 Arpent under Culture, and a Road damaged .....                              | 25  | 0  | 13  | 0  |                                                                                                                             |
| Rose, Andrew               | do | West ½ No. 8, 1st Concession, do .....                 | 1½ Arpent and 2 Apple trees damaged .....                                     | 25  | 0  | 10  | 0  |                                                                                                                             |
| Rose, Alexander            | do | West ½ No. 19, 1st Concession, do .....                | Trifling Damage .....                                                         | 3   | 0  | 3   | 0  |                                                                                                                             |
| Rae, James                 | do | No 1, Indian Reserves .....                            | Undermining of front of Lot .....                                             | 37  | 10 | 25  | 0  |                                                                                                                             |
| Summers, David             | do | Summer's Island.....                                   | 30 Arpents, Marsh Meadow, and 25 Arpents under Culture, submerged .....       | 120 | 0  | 75  | 0  |                                                                                                                             |
| do do                      | do | Part of West ½ No. 1, 1st Range, Charlottenburgh ..... | Trifling damage to front of Lot .....                                         | 15  | 0  | 15  | 0  |                                                                                                                             |
| Summers, William           | do | Emplacement, West ½ No. 11, 1st Range, do .....        | do do .....                                                                   | 10  | 0  | 4   | 10 |                                                                                                                             |
| Tobin, Martin              | do | Lot No. 1, do do .....                                 | Property rendered valueless by constant inundation .....                      | 48  | 10 | 350 | 0  |                                                                                                                             |
| Stuart, Archibald          | do | North part of No. 60 .....                             | Two Arpents damaged .....                                                     | 25  | 0  | 12  | 10 |                                                                                                                             |

(Signed,) A. B. SIROIS.  
JOHN BURROUGHS.

CLAIMANTS from the TOWNSHIP of LANCASTER, paid 1854.

| NAME of CLAIMANT.       | Tenant or Proprietor. | Description of Property.                                            | NATURE AND EXTENT OF DAMAGE.                                    | Amount claimed. |       | Amount awarded. |       | Remarks. |                                                                                       |
|-------------------------|-----------------------|---------------------------------------------------------------------|-----------------------------------------------------------------|-----------------|-------|-----------------|-------|----------|---------------------------------------------------------------------------------------|
|                         |                       |                                                                     |                                                                 | £               | s. d. | £               | s. d. |          |                                                                                       |
| Bethune, Ann and child  | Proprietor.           | Lot, Village of Lancaster                                           | Damages from inundation                                         | 40              | 0     | 12              | 10    | 0        |                                                                                       |
| Dunlop, John            | do                    | do                                                                  | Front of Lot damaged by action of the water                     | 125             | 0     | 30              | 0     | 0        |                                                                                       |
| Finney, Peter, & Wife   | do                    | East ½ No 34, 1st Concession, do                                    | 14 Arpents submerged, and water-power rendered useless          | 250             | 0     | 200             | 0     | 0        |                                                                                       |
| McEdward, Alexander     | do                    | West ½ No. 28, 1st Concession, do                                   | Fronts of Lots damaged                                          | 125             | 10    | 50              | 0     | 0        |                                                                                       |
| do                      | do                    | do                                                                  | do                                                              |                 |       |                 |       |          |                                                                                       |
| McLean, John            | do                    | Emplacement, Nos. 1, 5, & 6, in Village, do & 48, Nos. 7, 8, 47, do | do                                                              | 47              | 10    | 17              | 10    | 0        |                                                                                       |
| McLean, Hugh            | do                    | do                                                                  | Trifling Damage                                                 | 8               | 10    | 3               | 10    | 0        |                                                                                       |
| McGill, Honorable Peter | do                    | do                                                                  | do                                                              | 144             | 0     | 75              | 0     | 0        |                                                                                       |
| McBain, Farquhar        | do                    | Lot, do                                                             | Front of Lot considerably damaged                               | 150             | 0     | 82              | 10    | 0        |                                                                                       |
| McBain, Alexander       | do                    | West ½ No. 11, 1st Concession, do                                   | 40 Arpents inundated                                            | 35              | 0     | 15              | 0     | 0        |                                                                                       |
| McNicol, D              | do                    | Emplacement, No. 38, Village, do                                    | Part of Lot inundated                                           | 25              | 0     | 12              | 10    | 0        | £50 awarded by former Report; being delayed further damage occurred to amount of £50. |
| McDougal, Alexander     | Tutrix                | Emplacement, 70 x 40 do                                             | Trifling Damage to Tannery                                      | 65              | 0     | 90              | 0     | 0        |                                                                                       |
| McBean, Widow A.        | Proprietor.           | West ½ No. 8, front of Township of do                               | Damage by inundation                                            | 100             | 0     | 25              | 0     | 0        |                                                                                       |
| Perry, Johnson          | do                    | West ½ No. 9, 1st Concession, do                                    | 15 Arpents Meadow Land, and 10 Arpents under Culture, submerged | 80              | 0     | 25              | 0     | 0        |                                                                                       |
| Ross, John D            | do                    | West ½ No. 29, 1st Concession, do                                   | Front of Lot damaged                                            | 30              | 0     | 25              | 0     | 0        |                                                                                       |
| Ross, Thomas, senior    | do                    | do                                                                  | do                                                              |                 |       |                 |       |          |                                                                                       |

|                                       |    |                                                                       |                                                                |       |       |       |       |       |              |
|---------------------------------------|----|-----------------------------------------------------------------------|----------------------------------------------------------------|-------|-------|-------|-------|-------|--------------|
| Ross, Daniel G                        | do | East ½ Nos. 27 & 28, 1st Concession, do                               | Damage to front of Lot, and 10 Arpents under Culture inundated | 150   | 0     | 72    | 10    | 0     |              |
| Ross, Donald                          | do | Emplacements, Nos. 2 & 4, Village, do                                 | do                                                             | 50    | 0     | 15    | 0     | 0     |              |
| Ross, Murdoch                         | do | No. 10, and East ½ No. 11, Township of do.                            | Damage, over 100 Arpents of valuable Land                      | 676   | 0     | 325   | 0     | 0     |              |
| Scott, Thomas                         | do | West ½ No. 27, 1st Concession, do                                     | Several Arpents inundated                                      | 75    | 0     | 56    | 0     | 0     |              |
| Westby, Charles                       | do | West ½ No. 24, 1st Concession, do                                     | 15 Arpents under Culture damaged                               | 138   | 0     | 100   | 0     | 0     |              |
| Colquhoun, Walter, of Charlottenburgh | do | South parts of lots 13, 14, & 15, of Indian Reserves, Charlottenburgh | Considerable Damage to House and Lot                           | 207   | 10    | 100   | 0     | 0     |              |
| do                                    | do | Two Islands                                                           | Damage not ascertained                                         | ..... | ..... | ..... | ..... | ..... | Not settled. |

(Signed.) A. B. SIROIS.  
" JOHN BURROUGHS.

Quebec, February, 1855.



| NAME OF CLAIMANT.    | Tenant or Proprietor. | Description of Property. | NATURE AND EXTENT OF DAMAGE.                                       | Amount claimed. |    | Amount awarded. |    | REMARKS.                                                        |
|----------------------|-----------------------|--------------------------|--------------------------------------------------------------------|-----------------|----|-----------------|----|-----------------------------------------------------------------|
|                      |                       |                          |                                                                    | £               | s. | £               | s. |                                                                 |
| Boucher Paul         | Proprietor.           | 1½ Arpent × 20.          | Alleges 13½ Arpents to have been submerged, House removed          | 131             | 1  | 18              | 0  |                                                                 |
| Boucher, Joseph.     | do                    | do do                    | Alleges 14 Arpents to be submerged                                 | 133             | 0  | 10              | 0  |                                                                 |
| Boucher, Felix       | Tenant.               | 1 do × 6.                | do do                                                              | 68              | 16 | 14              | 0  |                                                                 |
| Black, William       | Proprietor            | 2 do × 20.               | do do                                                              | 37              | 10 | 18              | 0  |                                                                 |
| Boyer, Joseph.       | do                    | 4 do × 21.               | 10 Arpents inundated, Farm much injured.                           | 40              | 0  | 27              | 0  |                                                                 |
| do do                | do                    | Part of No. 8.           | Partly submerged                                                   | 4               | 15 | 4               | 15 |                                                                 |
| Côté, Louis.         | do                    | 2 Arpents × 24.          | 19 Arpents flooded, damage considerable.                           | 121             | 14 | 30              | 0  | This pays for all damage to 1st January, 1854.                  |
| Cleroux, Pierre      | Tenant.               | 2 do × 5.                | 6 Arpents submerged, and other damage.                             | 74              | 8  | 11              | 0  |                                                                 |
| Chartrand, Léon.     | Proprietor.           | 4 do × 27½               | 24 Arpents submerged, and road destroyed                           | 481             | 5  | 47              | 10 |                                                                 |
| Clément, Antome      | do                    | 2 superficial Arpents    | Nearly all submerged, House surrounded by water, road destroyed    | 60              | 15 | 16              | 0  | This pays as above except for the road.                         |
| Clément, Seraphin    | do                    | Idem                     | do do do                                                           | 3               | 0  | 3               | 0  |                                                                 |
| Courville, François. | do                    | 2 Arpents × 19.          | Damage inconsiderable                                              | 29              | 7  | 3               | 0  |                                                                 |
| Dumouchelle, Joseph. | do                    | do do                    | Alleges that 11 Arpents were submerged                             | 41              | 10 | 5               | 0  | For past damage.                                                |
| Daoust, André        | do                    | 3 do × 25.               | 12 Arpents of Arable, and 50 of Woodland, and the road, submerged. | 269             | 0  | 50              | 0  | To 1st Jan., 1854.                                              |
| Daoust, Damase       | do                    | 1½ do × 25½              | 2 Arpents in each Lot, submerged; a Stable removed                 | 80              | 8  | 10              | 0  |                                                                 |
| Daoust, François     | do                    | 1 do × 27.               | Damage, inconsiderable                                             | 53              | 17 | 8               | 10 |                                                                 |
| Frappier, Ignace.    | do                    | Nos. 12 & 16.            | Alleges that 28 Arpents are submerged                              | 82              | 10 | 25              | 0  | To 1st Jan., 1854. Louis Paquet's claim unsettled for 1850-1-2. |

|                        |             |                                     |                                                                                                                |     |    |    |    |                    |
|------------------------|-------------|-------------------------------------|----------------------------------------------------------------------------------------------------------------|-----|----|----|----|--------------------|
| Gogué, Pierre          | do          | 2 do × 27½                          | Two Arpents, inundated                                                                                         | 18  | 0  | 9  | 10 | To 1st Jan., 1854. |
| Hogue, J. Baptiste     | do          | 3 do × 18.                          | Two Arpents, submerged                                                                                         | 48  | 0  | 10 | 0  | do                 |
| Leduc, Basile          | do          | 2 do × 27½                          | Three Arpents, submerged                                                                                       | 45  | 10 | 11 | 0  | do                 |
| Leduc, Cyprien         | do          | 2 do × 25.                          | Says thirteen Arpents, but in reality, less than half submerged                                                | 212 | 0  | 13 | 0  |                    |
| Laurin, Maxime         | do          | 2 do × 24½                          | Alleged damage, 2 Arpents of Arable, 8 Arpents of Woodland, submerged                                          | 152 | 17 | 23 | 10 |                    |
| Leduc, Pierre          | do          | Lot sold in 1851 to François Daoust | Alleged damage, 4 Arpents, submerged                                                                           | 4   | 0  | 4  | 0  |                    |
| Lefèvre, Joseph        | do          | 2 do × 20.                          | About an Arpent, overflowed                                                                                    | 36  | 0  | 4  | 0  |                    |
| Lefèvre, Timothée      | do          | do do                               | One Arpent submerged, road destroyed, stable to be removed                                                     | 26  | 0  | 5  | 0  |                    |
| Lortie, Jérémie        | do          | 2 do × 27½                          | Alleges that 4 Arpents are submerged                                                                           | 37  | 10 | 16 | 0  |                    |
| Lortie, Marcel         | do          | do do                               | 4 Arpents said to be submerged                                                                                 | 27  | 15 | 12 | 10 |                    |
| Lalonde, Joseph        | do          | 4 do × 25.                          | Alleges 21 Arpents, Arable, and 12 Arpents, Woodland, to be submerged                                          | 187 | 0  | 50 | 0  |                    |
| Lalonde, Michel        | Tenant.     | 1½ do × 20.                         | Alleges 5 Arpents, Arable, to have been inundated.                                                             | 48  | 0  | 15 | 0  |                    |
| Marlo, Hubert.         | Proprietor. | 2 do × 20.                          | From 2 to 3 Arpents inundated every year since 1849                                                            | 48  | 0  | 4  | 0  |                    |
| Mercier, Joseph Albert | do          | 2 do × 25.                          | Alleges 9½ Arpents to have been inundated, and fences damaged                                                  | 127 | 10 | 17 | 10 |                    |
| Mercille, François     | do          | do do                               | Alleges that 14 Arpents of Arable, and 12 Arpents of Woodland, are submerged, House damaged, and must be moved | 219 | 16 | 50 | 0  |                    |
| Monpéit, Hyacinthe     | do          | do do                               | 8 Arpents submerged, 24 Cords Firewood carried away                                                            | 123 | 4  | 20 | 0  | 1855.              |
| Paquet, Louis.         | do          | 5 do × 18½                          | 12 Arpents, Arable Land, submerged                                                                             | 73  | 10 | 18 | 0  |                    |
| Poirier, Antoine       | do          | 2 do × 18.                          | About 3 Arpents submerged, and road destroyed                                                                  | 100 | 0  | 5  | 0  |                    |
| Pilon, Benjamin        | Tenant.     | Lot No. 6                           | Pasture Land, overflowed                                                                                       | 4   | 0  | 1  | 10 |                    |
| Sauvé, Julien          | Proprietor. | { 3 Arpents × 20 }<br>do do do      | Alleges that 15 Arpents were flooded, and road, destroyed                                                      | 282 | 10 | 40 | 0  |                    |
| Sauvé, Moysc           | do          | 2 do × 20.                          | States 18 Arpents to be flooded, much exaggerated, road destroyed                                              | 176 | 10 | 24 | 0  |                    |
| Teller, Andrew         | do          | do do                               | Large Drain obstructed, 4 Arpents Arable, 10 Woodland, submerged                                               | 37  | 10 | 18 | 0  |                    |
| Tessier, Ignace        | do          | 2 do × 27.                          | States 8 Arpents of Arable, and 30 of Woodland, to be flooded; much overrated                                  | 177 | 0  | 20 | 0  |                    |
| Tessier, Felix         | Tenant.     | 2 do × 25.                          | Overrates his damage at 3 Arpents submerged, and House, abandoned                                              | 70  | 0  | 14 | 0  |                    |
| Viau, Gédéon.          | Proprietor. | 2 do × 27½                          | 4 Arpents submerged, and 20 minots of ashes, lost.                                                             | 75  | 0  | 12 | 0  |                    |

CATHERINESTOWN.—(Continued.)

| NAME OF CLAIMANT.       | Tenant or Proprietor. | Description of Property. | NATURE AND EXTENT OF DAMAGE.                                                                                                    | Amount claimed. | Amount awarded. | REMARKS.            |
|-------------------------|-----------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------|---------------------|
|                         |                       |                          |                                                                                                                                 | £ s. d.         | £ s. d.         |                     |
| Boyer, Ignace.....      | Proprietor.           |                          | These are the names of persons who have rejected the amount awarded to them, or who, having accepted it, have not yet been paid | 48 0 0          | 12 10 0         | Accepted, not paid. |
| Daoust, Charles.....    | do                    |                          |                                                                                                                                 | 67 0 0          | 5 0 0           |                     |
| Faubert, Paul.....      | do                    |                          |                                                                                                                                 | 125 0 0         | 15 0 0          |                     |
| Faubert, François.....  | do                    |                          |                                                                                                                                 | 125 0 0         | 13 0 0          |                     |
| Hogue, Joseph.....      | do                    |                          |                                                                                                                                 | 36 0 0          | 7 10 0          |                     |
| Houlé, J. Baptiste..... | do                    |                          |                                                                                                                                 | .....           | .....           |                     |
| Houlé, Pierre.....      | do                    |                          |                                                                                                                                 | .....           | .....           |                     |
| Houlé, Clément.....     | do                    |                          |                                                                                                                                 | .....           | .....           |                     |
| Lamesse, Xavier.....    | do                    |                          |                                                                                                                                 | .....           | .....           |                     |
| Lina, Casimer.....      | do                    |                          |                                                                                                                                 | .....           | .....           |                     |
| Pierre, Lemieux.....    | do                    |                          |                                                                                                                                 | 151 10 0        | 6 0 0           |                     |
| Lortie, Martin.....     | do                    |                          |                                                                                                                                 | 121 14 7        | 30 0 0          |                     |
| Tessier, Louis.....     | do                    |                          |                                                                                                                                 | 261 0 0         | 17 10 0         |                     |
|                         |                       |                          |                                                                                                                                 |                 |                 |                     |

(Signed,) A. B. SIROIS.  
 " J. N. O. BURROUGHS.

QUEBEC, 17th January, 1854.

ST. LOUIS DE GONZAGUE.—ORMISTOWN.

| NAME OF CLAIMANT.             | Proprietor or Tenant.                  | Description of Property.                         | NATURE AND EXTENT OF DAMAGE. |                                                                                         |     | Amount claimed. |    | Amount awarded. |    | Remarks |                                                                             |
|-------------------------------|----------------------------------------|--------------------------------------------------|------------------------------|-----------------------------------------------------------------------------------------|-----|-----------------|----|-----------------|----|---------|-----------------------------------------------------------------------------|
|                               |                                        |                                                  | £                            | s.                                                                                      | d.  | £               | s. | d.              |    |         |                                                                             |
| Allaire, François.....        | Proprietor.                            | 4 Arpents                                        | 14½                          | Alleged damage, 10 Arpents, submerged                                                   | 70  | 0               | 0  | 22              | 10 | 0       |                                                                             |
| Asselin, Augustin.....        | do                                     | 2 do                                             | 27.                          | do do                                                                                   | 30  | 0               | 0  | 30              | 0  | 0       |                                                                             |
| Bonhomme, Bernard.....        | do                                     | 2 do                                             | 22.                          | 1½ Arpents, inundated                                                                   | 36  | 0               | 0  | 8               | 6  | 8       |                                                                             |
| Boyer, Joseph.....            | do                                     | 4 do                                             | 22.                          | Alleges 20 Arpents to be submerged                                                      | 88  | 9               | 0  | 50              | 0  | 0       |                                                                             |
| Beautron, André.....          | do                                     | 4 do                                             | 19.                          | 4½ Arpents of Arable, and 14 Arpents Woodland, inundated                                | 46  | 10              | 0  | 12              | 10 | 0       |                                                                             |
| Ballard, Joseph.....          | do                                     | 4 do                                             | 18.                          | 3½ Arpents, submerged                                                                   | 38  | 0               | 0  | 16              | 0  | 0       |                                                                             |
| Boursier, J. Baptiste.....    | Tenant.....                            | 2 do                                             | 32½                          | 4 Arpents rendered unproductive by the water                                            | 5   | 10              | 0  | 2               | 15 | 0       |                                                                             |
| Consennault, Joseph.....      | Proprietor.                            | 4 do                                             | 16½                          | 1½ Arpents Arable, 18 Arpents Woodland, submerged                                       | 65  | 15              | 0  | 12              | 10 | 0       |                                                                             |
| Charbonneau, J. Baptiste..... | Tenant.....                            | 2 do                                             | 6.                           | Inundated in great part in the Spring                                                   | 58  | 15              | 0  | 12              | 0  | 0       | £4 15s. 0d., paid to Joseph Boyer, the rest to Mde. Châtel for her husband. |
| Châtel, Narcisse.....         | do                                     | { No. 10, in Ormistown, 4 Arpents }<br>x 25..... |                              | 1st Lot damaged to extent of £3 0s. 0d.; 2nd, 2 Arpents, submerged                      | 41  | 10              | 0  | 12              | 10 | 0       | To 1st. Jan., 1854.                                                         |
| Levéque, Martin.....          | Proprietor.                            | { 2 Arpents x 6 }<br>do do                       |                              | Parts of No. 2 let to two tenants, 5 Arpents inundated, 2 Arpents of fence carried away | 12  | 0               | 0  | 4               | 10 | 0       |                                                                             |
| Lalonde, Antoine.....         | Tenant.....                            | do do                                            |                              | do do                                                                                   | 31  | 15              | 0  | 7               | 10 | 0       |                                                                             |
| Leduc, Louis.....             | { Proprietor..... }<br>{ Tenant..... } | 2 do x 31.<br>do x 6.                            |                              | 1st Lot, 4 Arpents Meadow, flooded; Loss of crop on 2nd Lot                             | 98  | 1               | 8  | 25              | 10 | 0       | do do                                                                       |
| Leduc, François.....          | Proprietor.                            | 2 do x 17.                                       |                              | 2 Arpents inundated                                                                     | 36  | 1               | 8  | 16              | 0  | 0       | For all past and future damage.                                             |
| Leduc, Joseph, junior.....    | Tenant.....                            | 4 do x 18.                                       |                              | 8 Arpents inundated, House uninhabitable                                                | 80  | 10              | 0  | 24              | 0  | 0       |                                                                             |
| Lalonde, Théophile.....       | Proprietor.                            | 3½ do x 30.                                      |                              | 9½ Arpents of Meadow flooded, Crop destroyed                                            | 64  | 15              | 0  | 10              | 10 | 0       | To 1st. Jan., 1854.                                                         |
| Lalonde, Joseph.....          | do                                     | 4 do x 37.                                       |                              | About 5 Arpents flooded, House made uninhabitable                                       | 100 | 8               | 4  | 87              | 10 | 0       | do do                                                                       |
| Lalonde, Louis.....           | do                                     | A House and building lot...                      |                              | The water 2 feet deep round his House                                                   | 32  | 10              | 0  | 2               | 10 | 0       | do do                                                                       |

ST. LOUIS DE GONZAGUE.—ORMISTOWN.—(Continued.)

| NAME of CLAIMANT.       | Proprietor or Tenant. | Description of Property. | NATURE AND EXTENT of DAMAGE. |    | Amount claimed. |    | Amount awarded. |    | Remarks.                                                                        |
|-------------------------|-----------------------|--------------------------|------------------------------|----|-----------------|----|-----------------|----|---------------------------------------------------------------------------------|
|                         |                       |                          | £                            | s. | £               | s. | £               | s. |                                                                                 |
| Lefèvre, Joseph, junior | Proprietor            | 2 Arpents x 23.          | 68                           | 0  | 0               | 0  | 25              | 0  | To 1st July, 1854.                                                              |
| Lefèvre, Cyrille        | do                    | 4 do x 28.               | 234                          | 0  | 0               | 0  | 70              | 0  | To 1st July, 1854. (Of this sum £7 10s., to the minor children of Mde. Lefèvre. |
| Desjardins, Joseph      | Tenant                | 4 do x 21½               | 65                           | 0  | 0               | 0  | 15              | 0  | To 1st July, 1854.                                                              |
| Léger, J. Baptiste      | do                    | No. 18, Ormis-town       | 10                           | 0  | 0               | 0  | 2               | 0  | do                                                                              |
| Murray, William         | Proprietor            | 4 Arpents x 24.          | 48                           | 0  | 0               | 0  | 27              | 10 | do                                                                              |
| Poirier, Antoine        | do                    | do x 24.                 | 81                           | 3  | 0               | 0  | 27              | 10 | do                                                                              |
| Poirier, Augustin       | do                    | do x 25.                 | 68                           | 12 | 0               | 0  | 27              | 10 | do                                                                              |
| Poirier, François       | do                    | do x 20.                 | 11                           | 0  | 0               | 0  | 5               | 0  | do                                                                              |
| Pitre, François         | do                    | do x 21.                 | 121                          | 5  | 0               | 0  | 15              | 0  | do                                                                              |
| Leduc, Louis, senior    | do                    | do x 31.                 | 143                          | 8  | 4               | 0  | 42              | 10 | do                                                                              |
| Leduc, Pierre           | do                    | do x 9.                  | 21                           | 10 | 0               | 0  | 7               | 10 | do                                                                              |
| Sauvé, François, junior | do                    | 1½ do super-ficies       | 48                           | 5  | 0               | 0  | 7               | 10 | do                                                                              |
| Pitre, Léon             | do                    | do x 18.                 | 206                          | 10 | 0               | 0  | 25              | 0  | do                                                                              |
| Roy, Louis              | Tenant                | Part of No. 26           | 18                           | 0  | 0               | 0  | 8               | 0  | do                                                                              |
| Russell, John           | Proprietor            | 4 Arpents x 24.          | 58                           | 0  | 0               | 0  | 27              | 10 | do                                                                              |
| Rémond, J. Baptiste     | Tenant                | 2 do x 6.                | 13                           | 10 | 0               | 0  | 2               | 0  | do                                                                              |

| NAME of CLAIMANT.       | Proprietor or Tenant. | Description of Property. | Amount claimed. |    | Amount awarded. |    | Remarks. |                    |
|-------------------------|-----------------------|--------------------------|-----------------|----|-----------------|----|----------|--------------------|
|                         |                       |                          | £               | s. | £               | s. |          |                    |
| Ravary, Paul            | do                    | 2 do x 18.               | 11              | 10 | 0               | 3  | 10       | To 1st July, 1854. |
| Sauvé, John             | Proprietor            | 4 do x 20.               | 40              | 0  | 0               | 27 | 10       | do                 |
| Sauvé, Olivier          | do                    | do x 18.                 | 61              | 0  | 0               | 21 | 0        | do                 |
| St. Pierre, Joseph      | Tenant                | 2 do x 25.               | 51              | 10 | 0               | 7  | 10       | do                 |
| Sauvé, François, senior | Proprietor            | 2 do x 20.               | 48              | 10 | 0               | 10 | 0        | do                 |
| Sauvé, Evangeliste      | do                    | Same land                | 93              | 0  | 0               | 15 | 0        | do                 |
| Sauvé, Félix            | do                    | do x 20.                 | 15              | 0  | 0               | 15 | 0        | do                 |
| Tellier, Dosité         | Proprietor            | 3 Arpents x 17           | 42              | 2  | 6               | 10 | 0        | do                 |
| Théviège, Louis         | Proprietor            | 4 do x 16.               | 77              | 0  | 0               | 12 | 10       | do                 |
| Brault, Antoine         | do                    | do x 20.                 | 77              | 5  | 0               | 25 | 0        | do                 |

NAMES of PARTIES who have rejected the AWARD, or having accepted it, have not been paid.

| NAMES.             | Claim. |    | Award. |    | Remarks. |    | Award. |    | Remarks.  |
|--------------------|--------|----|--------|----|----------|----|--------|----|-----------|
|                    | £      | s. | £      | s. | £        | s. | £      | s. |           |
| Asselin, Augustin  |        |    | 30     | 0  | 0        | 0  | 15     | 0  | Refused.  |
| Bergeron, Grégoire |        |    | 16     | 0  | 0        | 0  | 65     | 0  | do        |
| Bogue, Honoré      |        |    | 40     | 0  | 0        | 0  | 38     | 15 | Accepted. |
| Barbeau, Médard    |        |    | 232    | 5  | 0        | 0  | 11     | 5  | Refused.  |
| Cardinal, Ephraim  |        |    | 142    | 5  | 0        | 0  | 25     | 0  | do        |
| Cardinal, Félix    |        |    | 163    | 5  | 0        | 0  | 7      | 10 | do        |
| Courville, Xavier  |        |    | 26     | 8  | 0        | 0  | 15     | 0  | do        |

HELENSTOWN.

| NAME OF CLAIMANT.   | Proprietor or Tenant | Description of Property. | NATURE AND EXTENT OF DAMAGES. |       | Amount claimed. |       | Amount awarded. |       | REMARKS.            |
|---------------------|----------------------|--------------------------|-------------------------------|-------|-----------------|-------|-----------------|-------|---------------------|
|                     |                      |                          | £                             | s. d. | £               | s. d. | £               | s. d. |                     |
| Bélangier, Laurent  | Tenant               | 4 Arpents × 21.          | 24                            | 0     | 8               | 0     | 0               | 0     | To 1st. Jan., 1854. |
| Labege, Ignace      | Proprietor           | 8 do × 21.               | 144                           | 17    | 3               | 0     | 0               | 0     | do.                 |
| Labege, J. Baptiste | do                   | Lot No. 28               | 45                            | 12    | 120             | 0     | 0               | 0     | do.                 |
| Lemieux, Pierre     | do                   | 2½ do × 20.              | 151                           | 10    | 6               | 0     | 0               | 0     | do.                 |
| Lalonde, Louis      | Tenant               | 3 do × 8.                | 114                           | 0     | 7               | 0     | 0               | 0     | do.                 |
| Leger, Antoine      | Proprietor           | 2½ do × 25.              | 137                           | 0     | 8               | 0     | 0               | 0     | do.                 |
| Pilon, François     | do                   | 2 do × 20.               | 54                            | 10    | 7               | 0     | 0               | 0     | do.                 |
| St. Denis, Paschal  | do                   | 60 Arpents, superficies  | 108                           | 0     | 7               | 10    | 0               | 0     | do.                 |
| Sauré, J. Baptiste  | do                   | 5 Arpents × 5.           | 285                           | 3     | 24              | 0     | 0               | 0     | do.                 |
| Tessier, Louis      | Tenant               | 2 do × 27.               | 261                           | 0     | 17              | 10    | 0               | 0     | do.                 |
| Taillefer, Louis    | Proprietor           | 2 do × 27.               | 198                           | 3     | 25              | 0     | 0               | 0     | do.                 |

NORTH GEORGETOWN.

|                                                               |                 |                                                                               |   |    |   |   |   |   |                     |
|---------------------------------------------------------------|-----------------|-------------------------------------------------------------------------------|---|----|---|---|---|---|---------------------|
| Lefevre, Madame, Tutrix of the minor children of Pierre Leduc | 4 Arpents × 23. | Damages already paid to the tenant on this Lot, the tutrix is the Proprietor. | 7 | 10 | 0 | 0 | 0 | 0 | To 1st. Jan., 1854. |
|---------------------------------------------------------------|-----------------|-------------------------------------------------------------------------------|---|----|---|---|---|---|---------------------|

NOTE:—The remaining Claimants in North Georgetown, all for small Amounts, whose claims were not settled, are as follows, namely:—

| N A M E.                           | Number<br>of<br>Lot. | N A M E.                | Number<br>of<br>Lot. | N A M E.                  | Number<br>of<br>Lot. | N A M E.                   | Number<br>of<br>Lot. |
|------------------------------------|----------------------|-------------------------|----------------------|---------------------------|----------------------|----------------------------|----------------------|
| Brûdyre, Pierre .....              | 32                   | Lefèvre, Augustin ..... | 30 & 31              | Leduc, Ambroise .....     | 19                   | Provost, J. Baptiste ..... | 29                   |
| Desrosalles, Michel .....          | 26                   | Lantier, Antoine .....  | 44                   | Monpefit, Louis .....     | 30                   | Roy, Ambroise .....        | 28                   |
| Fortier, Théodore .....            | 32                   | Lantier, Elie .....     | 42                   | Monpefit, Etienne .....   | 30                   | Roy, Bazil .....           | 18                   |
| Gagné, Joseph .....                | 23                   | Leduc, Benjamin .....   | 38                   | Monpefit, Antoine .....   | 33                   | Sauvé, Antoine .....       | 21                   |
| Henaull, Ambroise .....            | 37                   | Longtin, Louis .....    | 23                   | Poirier, Pierre .....     | 30                   | Trepannier, Guill. ....    | 40                   |
| Legé, J. Baptiste .....            | 25                   | Leduc, François .....   | 22                   | Pigéon, J. Baptiste ..... | .....                | Vian, Hyacinthe .....      | .....                |
| Leger, dit Parisien, Jacques ..... | 29                   |                         |                      |                           |                      |                            |                      |

(Signed,) JOHN BURROUGHS.  
" A. B. SIROIS.

Quebec, January, 1854.

ST. LOUIS DE GONZAGUE.—INDEX and RECAPITULATION.

| No.              | NAME.                                  | Amount            |    |    | No.                    | NAME.                        | Amount                 |    |    |
|------------------|----------------------------------------|-------------------|----|----|------------------------|------------------------------|------------------------|----|----|
|                  |                                        | Allowed and Paid. |    |    |                        |                              | Allowed and Paid.      |    |    |
|                  |                                        | £                 | s. | d. |                        |                              | £                      | s. | d. |
| <b>ORMSTOWN.</b> |                                        |                   |    |    |                        |                              |                        |    |    |
| 27               | } Assolin .....                        |                   |    |    | 37                     | <i>Brought up</i> .....      | 448                    | 11 | 8  |
| 46               |                                        |                   |    |    |                        | 37                           | Poirier, Antoine ..... | 27 | 10 | 0 |
| 27               | Bonhomme .....                         | 8                 | 6  | 8  | 37                     | Poirier, Augustin .....      | 27                     | 10 | 0  |
| 28               | Boyer, James, fils .....               | 50                | 0  | 0  | 38                     | Poirier, François .....      | 5                      | 0  | 0  |
| 28               | Brautron, André .....                  | 12                | 10 | 0  | 38                     | Pitre, François .....        | 15                     | 0  | 0  |
| 45               | Brault, Ant. ....                      | 25                | 0  | 0  | 39                     | Pitre, Léon .....            | 25                     | 0  | 0  |
| 29               | Boursier, Jean Baptiste .....          | 2                 | 15 | 0  | —                      | Roy, Louis .....             | 8                      | 0  | 0  |
| 29               | Ballard, Joseph .....                  | 12                | 10 | 0  | —                      | Russell, John .....          | 27                     | 10 | 0  |
| 29               | } Bérgeron, Grégoire .....             |                   |    |    | —                      | Reinaud, Jean Baptiste ..... | 2                      | 0  | 0  |
| 46               |                                        |                   |    |    |                        | —                            | Ravany, Paul .....     | 8  | 10 | 0 |
| 81               | Boyer, Joseph .....                    |                   |    |    | —                      | Raband, Théophile .....      |                        |    |    |
| 40               | Bogue, Honoré .....                    |                   |    |    | 41                     | Sawer, John, père .....      | 27                     | 10 | 0  |
| 46               | Bareteau, Modard .....                 |                   |    |    | 41                     | Sawer, John, fils .....      | 32                     | 10 | 0  |
| 29               | Causenault, Joseph .....               | 12                | 10 | 0  | 41                     | Sauvage, Olivier .....       | 29                     | 0  | 0  |
| 30               | Charbonneau, Jean Baptiste .....       | 12                | 0  | 0  | 42                     | St. Pierre, Joseph .....     | 7                      | 10 | 0  |
| 80               | Chntel, Narcisse .....                 | 3                 | 0  | 0  | 40                     | Sauvé, François, fils .....  | 7                      | 10 | 0  |
| 46               | Cardinal, Ephraim .....                |                   |    |    | 43                     | Sauvé, Evangeliste .....     | 15                     | 0  | 0  |
| 46               | Cardinal, Felix .....                  |                   |    |    | 44                     | Sauvé, Felix .....           | 15                     | 0  | 0  |
| 40               | Coureville, Xavier .....               |                   |    |    | 43                     | Sauvé, François .....        | 10                     | 0  | 0  |
| 86               | } Desjardins, Joseph .....             | 15                | 0  | 0  | 44                     | Tellier, Dosité .....        | 10                     | 0  | 0  |
| 89               |                                        |                   |    |    |                        | 45                           | Thévierge, Louis ..... | 12 | 10 | 0 |
| 46               | Desgroseilles, Michel .....            |                   |    |    | 46                     | Viau, Benjamin .....         |                        |    |    |
| 46               | Henault, Jean Baptiste .....           | 22                | 10 | 0  |                        |                              | £ 778                  | 11 | 8  |
| 27               | Holaire, François .....                |                   |    |    | <b>CATHARINESTOWN.</b> |                              |                        |    |    |
| 31               | Levésque, Martin .....                 | 4                 | 10 | 0  | 1                      | Boucher, Paul .....          | 18                     | 0  | 0  |
| 39               | Leduc, Louis, père .....               | 42                | 10 | 0  | 1                      | Boucher, Joseph .....        | 10                     | 0  | 0  |
| 32               | Leduc, Louis, fils .....               | 25                | 10 | 0  | 15                     | Boucher, Felix .....         | 14                     | 0  | 0  |
| 39               | } Leduc, Pierre .....                  | 7                 | 10 | 0  | 2                      | Black, William .....         | 18                     | 0  | 0  |
| 36               |                                        |                   |    |    |                        | 25                           | Boyer, Ignace .....    |    |    |
| 32               | Leduc, François .....                  | 16                | 0  | 0  | 2                      | Boyer, Joseph .....          | 27                     | 10 | 0  |
| 32               | Leduc, Joseph .....                    | 24                | 0  | 0  | 20                     | } Boyer, Joseph .....        | 4                      | 15 | 0  |
| 33               | Lalande, Théophile .....               | 10                | 10 | 0  | 42                     |                              |                        |    |    |
| 31               | Lalande, Ant. ....                     | 7                 | 10 | 0  | 24                     | Brunet, Moïse .....          |                        |    |    |
| 33               | Lalande, James .....                   | 37                | 10 | 0  | 8                      | Coté, Louis .....            | 30                     | 0  | 0  |
| 34               | Lalande, Louis .....                   | 2                 | 10 | 0  | 4                      | Cleroux, Pierre .....        | 11                     | 0  | 0  |
| 34               | Lefevre, James .....                   | 25                | 0  | 0  | 3                      | } Chatel, Narcisse .....     | 4                      | 15 | 0  |
| 35               | } Lefevre, Cyrille .....               | 62                | 10 | 0  | 4 & 8                  |                              |                        |    |    |
| 36               |                                        |                   |    |    |                        | 30                           | } Chartran, Léon ..... | 47 | 10 | 0 |
| 55               |                                        |                   |    |    | 5                      |                              |                        |    |    |
| 18               | Leger, dit Parisien, J. Baptiste ..... | 2                 | 0  | 0  | 11                     | Clement, Séraphin .....      | 8                      | 0  | 0  |
| 86               | Murray, William .....                  | 27                | 10 | 0  | 5                      | Clement, Antoine .....       | 16                     | 0  | 0  |
| 46               | McEwen, John .....                     |                   |    |    | 6                      | Courville, François .....    | 8                      | 0  | 0  |
| 46               | Menard, Jean Baptiste .....            |                   |    |    |                        |                              |                        |    |    |
| —                | Martin, Cyprien .....                  |                   |    |    |                        |                              |                        |    |    |
|                  | <i>Carried up</i> .....                | £ 448             | 11 | 8  |                        | <i>Carried forward</i> ..... | £ 986                  | 1  | 8  |

ST. LOUIS DE GONZAGUE.—INDEX and RECAPITULATION.—  
(Continued.)

| No. | NAME.                         | Amount  |           |    | No. | NAME.                        | Amount                   |           |    |   |
|-----|-------------------------------|---------|-----------|----|-----|------------------------------|--------------------------|-----------|----|---|
|     |                               | Allowed | and Paid. |    |     |                              | Allowed                  | and Paid. |    |   |
|     |                               | £       | s.        | d. |     |                              | £                        | s.        | d. |   |
|     | <i>Brought forward</i> .....  | 986     | 1         | 8  |     | <i>Brought up</i> .....      | 1279                     | 11        | 8  |   |
| 6   | Courvette .....               |         |           |    | 18  | Mercéle, François .....      | 50                       | 0         | 0  |   |
| 8   | } Daoust, Damase .....        | 10      | 0         | 0  | 18  | Monpetit, Hyacinthe .....    | 20                       | 0         | 0  |   |
| 9   |                               |         |           |    |     | 19                           | Mailloux, Edouard .....  |           |    |   |
| 7   | Daoust, André .....           | 50      | 0         | 0  | 9   | } Pagnct, Louis .....        | 18                       | 0         | 0  |   |
| 8   |                               |         |           |    | 10  |                              |                          |           |    |   |
| 9   | } Daoust, François .....      | 8       | 10        | 0  | 7   | } Poureir, Antoine .....     | 5                        | 0         | 0  |   |
| 13  |                               |         |           |    |     |                              | 20                       |           |    |   |
| 17  | } Damouchelle, François ..... | 5       | 0         | 0  | 20  | Pilon, Benjamin .....        | 1                        | 10        | 0  |   |
| 20  |                               |         |           |    |     | 1                            | Pourier, Amable .....    |           |    |   |
| —   | Daoust, Charles .....         |         |           |    | 21  | Sauvé, Julien .....          | 40                       | 0         | 0  |   |
| 9   | } Frappier, Ignace .....      | 25      | 0         | 0  | 21  | Sauvé, Moïse .....           | 24                       | 0         | 0  |   |
| 19  |                               |         |           |    |     | 5                            | } Sauvage, Olivier ..... |           |    |   |
| 25  | Faubert, Paul .....           |         |           |    | 22  |                              |                          |           |    |   |
| 25  | Faubert, François .....       |         |           |    | 22  | Telfer, Andrew .....         | 18                       | 0         | 0  |   |
| 10  | Gagné, Pierre .....           | 9       | 10        | 0  | 23  | Tessier, Ignace .....        | 20                       | 0         | 0  |   |
| 10  | Hogue, Jean Baptiste .....    | 10      | 0         | 0  | 23  | Tessier, Felix .....         | 14                       | 0         | 0  |   |
| 16  | Henault, François .....       |         |           |    | 24  | Viau, Gédéon .....           | 12                       | 0         | 0  |   |
| 25  | Hogue, Joseph .....           |         |           |    |     |                              | £                        | 1502      | 1  | 8 |
| 25  | Haulc, Jean Baptiste .....    |         |           |    |     | HELENSTOWN.                  |                          |           |    |   |
| 25  | Haulc, Clément .....          |         |           |    | 49  | Bélangcr, Laurent .....      | 8                        | 0         | 0  |   |
| 25  | Haulc, Pierre .....           |         |           |    | 49  | Laberge, Ignace .....        | 8                        | 0         | 0  |   |
| 11  | Leduc, Bazile .....           | 11      | 0         | 0  | 50  | Laberge, Jean Baptiste ..... | 120                      | 0         | 0  |   |
| 10  | Leduc, Cyprien .....          | 18      | 0         | 0  | 50  | Lemieux, Pierre .....        | 6                        | 0         | 0  |   |
| 12  | } Leduc, Pierre .....         | 4       | 0         | 0  | 51  | Lalande, Louis .....         | 7                        | 0         | 0  |   |
| 53  |                               |         |           |    |     | 52                           | Leger, Antoine .....     | 8         | 0  | 0 |
| 13  | Lefevre, Joseph .....         | 4       | 0         | 0  | 54  | Laberge, Charles .....       |                          |           |    |   |
| 14  | } Lefevre, Timothée .....     | 5       | 0         | 0  | —   | Pilon, François .....        | 7                        | 0         | 0  |   |
| 18  |                               |         |           |    |     | —                            | St. Denis, Paschal ..... | 7         | 10 | 0 |
| 12  | Laurin, Maguire .....         | 23      | 10        | 0  | —   | Sauvé, Jean Baptiste .....   | 24                       | 0         | 0  |   |
| 14  | Lortie, Jérémie .....         | 16      | 0         | 0  | —   | Tessier, Louis .....         | 17                       | 10        | 0  |   |
| 15  | } Lortie, Marcel .....        | 12      | 10        | 0  | —   | Taillefer, Louis .....       | 25                       | 0         | 0  |   |
| 17  |                               |         |           |    |     |                              |                          |           |    |   |
| 15  | Lalonde, Joseph .....         | 50      | 0         | 0  |     |                              | £                        | 1735      | 1  | 8 |
| 16  | Lalonde, Michel .....         | 15      | 0         | 0  |     | NORTH GEORGETOWN.            |                          |           |    |   |
| 10  | } Lebœuf, Pierre .....        |         |           |    | 36  | } Lefebvre, Cyrille .....    | 7                        | 10        | 0  |   |
| 16  |                               |         |           |    | 35  |                              |                          |           |    |   |
| 8   | Lortie, Martin .....          |         |           |    | 55  |                              |                          |           |    |   |
| 5   | Labelle, Louis .....          |         |           |    |     |                              |                          |           |    |   |
| 25  | Léna, Casemir .....           |         |           |    |     |                              |                          |           |    |   |
| 25  | Lamesse, Xavier .....         |         |           |    |     |                              |                          |           |    |   |
| 16  | Marlo, Hubert .....           | 4       | 0         | 0  |     |                              |                          |           |    |   |
| 15  | } Mercier, James Albert ..... | 17      | 10        | 0  |     |                              |                          |           |    |   |
| 17  |                               |         |           |    |     |                              |                          |           |    |   |
|     | <i>Carried up</i> .....       | £       | 1279      | 11 | 8   |                              |                          |           |    |   |
|     |                               |         |           |    |     | Total paid at St. Louis      | £                        | 1742      | 11 | 8 |



## No. 7.

[*Translation.*]

St. REGIS, 5th October, 1854.

My dear Sir,—We have inspected the plank Road at Huntingdon, and having examined the nature of the soil and the level of the land on the road, we are of opinion, that the waters of the Lake do not appear to be the only cause of the damages which have occurred to this road, which passes over land naturally low, and exposed every spring to be inundated by the melting of the snow; it may, however, happen, that the height of the waters of the Lake have, in some degree prevented the passage of the water through a creek which extends as far as this Road.

This Road is not at present, and was not sufficiently raised at the time of its completion, and the ditches upon each side are insufficient. We are of opinion that a sum of from Four to Four hundred and fifty pounds, currency, would be sufficient to cover the damages which may be attributed to the rise of the waters, caused by the dams on the Beauharnois Canal.

We are proceeding with the estimate of the damages as fast as possible, but owing to their extent it will impossible for us to terminate our labors this fall.

(Signed,) A. B. SIROIS.

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## No. 8.

[*Translation.*]

To the Honorable the Commissioners of Public Works, for the Province of Canada, &c. &c.

We have the honor to submit the following Report of the estimate made by us, of the lands taken by the Board of Public Works, for the use of the waste weirs of the Beauharnois Canal, and of the payments made therefor, during the month of February last.

This estimate comprises not only the value of the lands but also the remuneration allowed to the proprietors thereof for the inconvenience suffered by them in consequence of the erection of the said weirs, which render that portion of their lands which are situate to the south of the Canal more difficult of access. These inconveniences are not, however, experienced by all in the same degree, in some they are felt very much, whilst in others they are not felt at all. In most cases the proprietors agree by their deed of sale, to keep up and renew forever the wooden part of the bridges built over the ditch, which serves to drain their lands south of the waste weirs, on condition, however, that the said bridges be laid upon stone foundations. The ditch here alluded to is that which extends along the south side of the Canal and waste weirs, and separates the Canal from the lands of the inhabitants. In the spring it receives a large body of water, which has the effect of widening it in certain places every year; this effect has been and will always be, more perceptible near the waste weirs where the drain generally deviates from the right line, and turns a curve round each waste weir. The Superintendent of the Canal is of opinion, that, unless the bridges to be built in these places are set upon stone foundations, they will be required to be repaired, if not renewed, almost every year. The inhabitants themselves, fully aware of this fact, have refused to assume the said bridges unless on the above condition.

For further details concerning the nature, value, situation and extent of the lands taken for the use of the different waste weirs, we cannot do better than refer you to the very clear and precise statements furnished on these points to the Board of Public Works, by C. F. Baillargé, Esquire, Provincial Surveyor, who, in the last two or three years, has surveyed and drawn the boundary lines of all these lands.

The following proprietors have accepted our estimates, passed a deed of sale for their respective lands, and received the amount agreed upon. The ditch alluded to hereinafter, is the one above mentioned, the extent of the lands is given in French measure.

SCHEDULE of LANDS taken for the construction of WASTE WEIRS on  
BEAUHARNOIS CANAL, with valuation thereof.

| Names of Proprietors.                       | Extent taken.             | Value. |    |    | Remarks.                                                           |
|---------------------------------------------|---------------------------|--------|----|----|--------------------------------------------------------------------|
|                                             |                           | £      | s. | d. |                                                                    |
| Booth, Thomas .....                         | 1.76 Perch .....          | 3      | 0  | 0  |                                                                    |
| Daoust, Etienne .....                       | 24.81 Perches .....       | 10     | 10 | 0  | This includes payment<br>for a piece of Land<br>86 feet x 84 feet. |
| Daoust, Charles .....                       | 1 Arpent 27 Perches ..... | 45     | 0  | 0  |                                                                    |
| Grenier, Félix .....                        | 32.65 Perches .....       | 20     | 0  | 0  | Has been paid for his<br>Fences.                                   |
| Godin, Joseph, Leander and<br>Cyprien ..... | 2 Arpents 26.70 Perches.. | 80     | 0  | 0  |                                                                    |
| Hénault, dit Deschamps,<br>Pierre .....     | 55.92 Perches .....       | 14     | 0  | 0  |                                                                    |
| Leduc, Pierre Michel .....                  | 47.628 do .....           | 7      | 10 | 0  |                                                                    |
| Lefèvre, Hyacinthe .....                    | 52.42 do .....            | 20     | 0  | 0  |                                                                    |
| Mé'oehe, Joseph .....                       | 13.57 do .....            | 14     | 0  | 0  | Of this £1 10s. for mov-<br>ing 80 cords Firewood.                 |
| Monpetit, Jean Baptiste....                 | 56.28 do .....            | 10     | 10 | 0  |                                                                    |

The above named accepted the Award and Payment. The following  
have done neither.

|                             |                           | Value. |       |       |                                                                      |
|-----------------------------|---------------------------|--------|-------|-------|----------------------------------------------------------------------|
|                             |                           | £      | s.    | d.    |                                                                      |
| Brossois, Joachim .....     | 1 Arpent 46.30 Perches .. | 75     | 0     | 0     | Includes the expense of<br>moving a Barn.<br>Accepted, but not paid. |
| Bourdon, Alexander .....    | 66.08 Perches .....       | 25     | 0     | 0     |                                                                      |
| Emond, Alexander .....      | 71.96 do .....            | 20     | 0     | 0     | This, besides £2 10s.<br>for his Fences.                             |
| Galarneau, Catherine .....  | 20.88 do .....            | 4      | 10    | 0     |                                                                      |
| Roussel, Mde. ....          | 44.41 do .....            | 11     | 0     | 0     | A difficulty concerning<br>the Proprietorship.                       |
| Ellice, Honorable Edward .. | 3.96 do .....             | ab. 1  | 0     | 0     |                                                                      |
| Prévost, Pierre .....       | 47.49 do .....            | .....  | ..... | ..... | Absent during our visit.                                             |

Accompanied by the necessary Legal Vouchers.

(Signed,)

JOHN BURROUGHS,  
A. B. SIROIS.

QUEBEC, 1st May, 1854.

PROPRIETORS of LANDS taken for WASTE WEIRS on the BEAUIHAR-  
NOIS CANAL, Paid in February, 1854.

| NAMES.                        | No. of<br>Lot. |                        | Quantity<br>of Land. | Amount Paid. |    |    |
|-------------------------------|----------------|------------------------|----------------------|--------------|----|----|
|                               |                |                        |                      | £            | s. | d. |
| Booth, Thomas .....           | 28             | St. Clément.....       | 01.76                | 3            | 0  | 0  |
| Daoust, Etienne .....         | 18             | 86 feet x 40 feet..... | 24.81                | 10           | 10 | 0  |
| Daoust, Charles .....         | 26             | 1 arpent .....         | 01.27                | 45           | 0  | 0  |
| Grenier, Felix .....          | 1              | St. Timothy .....      | 32.65                | 20           | 0  | 0  |
| Godin, Leander and Cyprien .. | 24             | St. Clément .....      | 26.70                | 80           | 0  | 0  |
| Hénault, Pierre.....          | 11             | St. Timothy .....      | 55.92                | 14           | 0  | 0  |
| Leduc, Pierre Michel .....    | 20             | St. Clément .....      | 47.62                | 7            | 10 | 0  |
| Lefèvre, Hyacinthe .....      | 27             | do .....               | 52.42                | 20           | 0  | 0  |
| Méloche, Joseph .....         | 20             | do .....               | 13.57                | 14           | 0  | 0  |
| Monpetit, Jean Baptiste ..... | 21             | do .....               | 56.28                | 10           | 10 | 0  |
| Total paid .....              |                |                        | £                    | 224          | 10 | 0  |

The following have not yet been Paid.

|                                     |         |                   |       |       |       |       |
|-------------------------------------|---------|-------------------|-------|-------|-------|-------|
| Prévost, Pierre .....               | 25      | St. Clément.....  | 47.49 | ..... | ..... | ..... |
| Roussell, Mde., <i>et al.</i> ..... | 17 & 18 | do .....          | 44.41 | ..... | ..... | ..... |
| Bourdon, Alexander.....             | A.      | St. Timothy ..... | 66.68 | ..... | ..... | ..... |
| Brossoir, Joachim.....              | 10      | do 1 arpent ...   | 46.30 | ..... | ..... | ..... |
| Galarneau, Catherine .....          | 25      | do .....          | 20.88 | ..... | ..... | ..... |
| Emond, Alexander .....              | 26      | do .....          | 71.96 | ..... | ..... | ..... |
| Ellice, Honorable Edward .....      | 26      | do .....          | 02.12 | ..... | ..... | ..... |
| do do do .....                      |         |                   |       |       |       |       |
| Domaine du Buisson .....            |         |                   | 01.84 | ..... | ..... | ..... |

For particulars, vide Report annexed of 1st May, 1854.

(Signed,)

A. B. SIROIS.

“

JOHN BURROUGHS.

QUEBEC, 1st May, 1854.

[Translation.]

No. 9.

To the Honorable the Commissioners of Public Works, for the Province of Canada, &c., &c., &c.

We have the honor to state, that in February last, during our stay at St. Clément de Beauharnois, we had occasion to meet some of the claimants, who had up to that time refused or neglected to accept the offers of indemnity made by us for the damage suffered by them from the Canal; several of their claims were then settled. We here furnish details of the arrangements made, and of the amounts paid in consequence.

St. TIMOTHÉE.

| NAME OF CLAIMANT.            | Proprietor or Tenant. | Description of Property damaged. | NATURE OF DAMAGE.                                          | Amounts Claimed. |    | Amounts Awarded. |    | REMARKS. |
|------------------------------|-----------------------|----------------------------------|------------------------------------------------------------|------------------|----|------------------|----|----------|
|                              |                       |                                  |                                                            | £                | d. | £                | d. |          |
| Grenier, Félix, the younger. | Proprietor.           | Part of Lot No. 1, Helénstown.   | Inundation in consequence of the obstruction of a culvert. | 2                | 0  | 2                | 0  |          |
| Mercier, J. Baptiste         | Tenant.               | Part of Lot No. 10, Helénstown.  | Land taken for a waste weir.                               | 8                | 15 | 3                | 0  |          |
| HEAD OF THE CANAL.           |                       |                                  |                                                            |                  |    |                  |    |          |
| Mailoux, Edouard             | Proprietor.           | 12 x 22 Arpents.                 | Yearly inundation since 1849                               | 120              | 0  | 47               | 10 |          |

GRANDE ILE.

St. LOUIS DE GONZAGUE.

|                                               |             |                   |                                           |     |    |    |    |                              |
|-----------------------------------------------|-------------|-------------------|-------------------------------------------|-----|----|----|----|------------------------------|
| Pâquet, Joseph, and Widow Brauchaud, his wife | Proprietor. | 1½ x 20           |                                           | 35  | 0  | 0  |    |                              |
| St. LOUIS DE GONZAGUE.                        |             |                   |                                           |     |    |    |    |                              |
| Viau, Benjamin                                | Proprietor. | Lot 11, 8th range | Inundation from 1851 to 1853              | 135 | 0  | 20 | 0  | See Report of January, 1854. |
| Leduc, Paul                                   | do          | Ornstown          | do during the Spring of three last years. | 18  | 0  | 2  | 10 |                              |
| McEwen, John                                  | do          | do 24             |                                           | 26  | 0  | 38 | 15 |                              |
| Bergeron, Grégoire                            | do          | do 4              |                                           | 43  | 10 | 0  | 2  |                              |
| Leduc, Pierre                                 | Tenant.     | do 21             | Submersion of 6 Arpents and Buildings, &c | 26  | 0  | 16 | 0  |                              |

CATHERINESTOWN.

|                  |             |           |                            |    |   |    |    |
|------------------|-------------|-----------|----------------------------|----|---|----|----|
| Boyer, Ignace    | Proprietor. | Lot No. 4 | Inundation during 3 years. | 48 | 0 | 12 | 10 |
| Hénaux, François | do          | do 28     | do                         | 75 | 0 | 20 | 0  |

HELENSHTOWN.

|                  |         |                            |            |    |    |   |   |
|------------------|---------|----------------------------|------------|----|----|---|---|
| Cotuan, Louis    | Tenant. | Part of Lot 23             | Inundation | 12 | 5  | 2 | 0 |
| Sauvage, Olivier | do      | Part of Lot 23, 5th range. |            | 16 | 12 | 6 | 3 |

LANCASTER.

|                 |             |                                   |                                                       |    |   |    |    |
|-----------------|-------------|-----------------------------------|-------------------------------------------------------|----|---|----|----|
| Pollock, Samuel | Proprietor. | East half No. 18, 1st Concession. | Partial Inundation                                    | 35 | 0 | 0  |    |
| Lennan, John    | do          | Lot 30                            | Carrying away of the banks by the action of the water | 75 | 0 | 87 | 10 |

## RECAPITULATION.

| NAME OF PLACE.                                            | Amounts Paid. |    |    |
|-----------------------------------------------------------|---------------|----|----|
|                                                           | £             | s. | d. |
| St. Timothée.....                                         | 87            | 10 | 0  |
| St. Louis de Gonzague.....                                |               |    |    |
| Ormstown.....                                             | 79            | 15 | 0  |
| Catherinestown.....                                       | 32            | 10 | 0  |
| Helenstown.....                                           | 5             | 0  | 0  |
| Lancaster.....                                            | 72            | 10 | 0  |
| Total amount of Damages paid since 8th February last..... | £ 277         | 5  | 0  |

The whole respectfully submitted.

(Signed.) JOHN BURROUGHS,  
" A. B. SIROIS.

QUEBEC, 30th April, 1854.

NAMES of CLAIMANTS paid for DAMAGES on the BEAUHARNOIS CANAL, since 8th February last.

| NAME.                               | Amount Claimed. |    |    | Amount Paid. |    |    |
|-------------------------------------|-----------------|----|----|--------------|----|----|
|                                     | £               | s. | d. | £            | s. | d. |
| PARISH of St. TIMOTHÉE.             |                 |    |    |              |    |    |
| Grenier, Félix, the younger.....    | 3               | 0  | 0  | 2            | 0  | 0  |
| GRANDE ILE.                         |                 |    |    |              |    |    |
| Pâquet, Joseph, <i>et ux.</i> ..... | 52              | 10 | 0  | 35           | 0  | 0  |
| Brauchaud (minors).....             |                 |    |    |              |    |    |
| HEAD OF CANAL.                      |                 |    |    |              |    |    |
| Mailleux, Edouard.....              | 120             | 0  | 0  | 47           | 10 | 0  |
| Mercier, Jean Baptiste.....         | 8               | 15 | 0  | 3            | 0  | 0  |
| ORMSTOWN.                           |                 |    |    |              |    |    |
| Bergeron, Grégoire.....             | 26              | 0  | 0  | 16           | 0  | 0  |
| Leduc, Pierre.....                  | 43              | 10 | 0  | 2            | 10 | 0  |
| Leduc, Paul.....                    | 18              | 0  | 0  | 2            | 10 | 0  |
| McEwen, John.....                   | 240             | 0  | 0  | 38           | 15 | 0  |
| Viau Benjamin.....                  | 35              | 15 | 0  | 20           | 0  | 0  |
| CATHERINESTOWN.                     |                 |    |    |              |    |    |
| Roger, Ignace.....                  | 48              | 0  | 0  | 12           | 10 | 0  |
| Henault, François.....              | 75              | 0  | 0  | 20           | 0  | 0  |
| HELENSTOWN.                         |                 |    |    |              |    |    |
| Cotuan, Louis.....                  | 12              | 5  | 0  | 2            | 0  | 0  |
| Sauvage, Olivier.....               | 16              | 2  | 6  | 3            | 0  | 0  |
| LANCASTER.                          |                 |    |    |              |    |    |
| McLennan, John.....                 | 75              | 0  | 0  | 37           | 10 | 0  |
| Pollock, Samuel.....                | 125             | 0  | 0  | 35           | 0  | 0  |
| Total paid.....                     | £ 277           | 5  | 0  |              |    |    |

(Signed,) JOHN BURROUGHS.

Quebec, 3rd, April, 1854.

## No. 10.

[Translation.]

QUEBEC, 23rd November, 1853.

The undersigned, appointed by the Commissioners of Public Works, to liquidate the claim for damages caused by the erection of Dams at Beauharnois, have the honor to submit a detailed Statement of the claims of the inhabitants of Lancaster, shewing the amount granted to each claimant, the amounts awarded and accepted or refused; and the claims not yet liquidated, by which it appears that the awards made and accepted, amount to Two thousand two hundred and seventy-eight pounds ten shillings, currency, payment of which amount they request, that the Commissioners of Public Works will have the goodness to order before the close of the Navigation. As it is probable that several persons in Lancaster, St. Timothée, and St. Louis de Gonzague, who refused the offers made to them at first, are now inclined to accept them, the undersigned humbly beg that an additional sum of Seven hundred and twenty-two pounds, currency, may be placed at their disposal, to pay the claims of the last mentioned persons, making altogether a sum of Three thousand pounds, currency.

The whole, nevertheless, humbly submitted.

(Signed,) JNO. BURROUGHS,  
" A. B. SIROIS.

## LANCASTER, UPPER CANADA, CLAIMS.

| NUMBERS.             | NAMES.                 | CLAIMS. |    |    | —        | TENDERS ACCEPTED. |    |    |
|----------------------|------------------------|---------|----|----|----------|-------------------|----|----|
|                      |                        | £       | s. | d. |          | £                 | s. | d. |
| 25, East half        | Cameron, James         | 277     | 0  | 0  |          | 105               | 0  | 0  |
| 25, West half        | Cameron, James, junior | 277     | 0  | 0  |          | 60                | 0  | 0  |
| 21                   | Cameron, Douglas       | 277     | 0  | 0  | Morisson | 22                | 10 | 0  |
| 37                   | Campbell               | 100     | 0  | 0  |          | 50                | 0  | 0  |
|                      | Curry, William, junior | 50      | 0  | 0  |          | 38                | 0  | 0  |
| 4, East half         | Dunn, Thomas           | 100     | 0  | 0  |          | 45                | 0  | 0  |
| 4, West do           | Dunn, William          | 100     | 0  | 0  |          | 22                | 10 | 0  |
| 6, East do           | Dunn, George           | 147     | 0  | 0  |          | 125               | 0  | 0  |
| 31, do do            | Divine, Phillip        | 25      | 0  | 0  |          | 20                | 0  | 0  |
| 22, East two-thirds. | Empy, Phillip          | 90      | 0  | 0  |          | 45                | 0  | 0  |
|                      | His farmer             |         |    |    |          | 10                | 0  | 0  |
| 23, do half          | Edgar, Charles, junior |         |    |    |          | 42                | 10 | 0  |
|                      | Edgar, Charles, senior | 100     | 0  | 0  |          | 27                | 10 | 0  |
| 5, do do             | Fraser, Max            | 100     | 0  | 0  |          | 50                | 0  | 0  |
| 8, do do             | French, W              |         |    |    |          |                   |    |    |
| 9, do do             | Gunn, James            | 174     | 0  | 0  |          | 112               | 10 | 0  |
| 31, West do          | Grant, George          | 25      | 0  | 0  |          | 20                | 0  | 0  |
| 18, do do            | Gilmour, John          | 210     | 0  | 0  |          | 47                | 10 | 0  |

## LANCASTER, UPPER CANADA, CLAIMS.—(Continued.)

| NUMBERS.                   | NAMES.                   | CLAIMS. |      |    | —     | TENDERS. |      |    |   |
|----------------------------|--------------------------|---------|------|----|-------|----------|------|----|---|
|                            |                          | £       | s.   | d. |       | £        | s.   | d. |   |
| 20, West half.....         | McBain, Farquhar .....   | 90      | 0    | 0  | ..... | 72       | 10   | 0  |   |
| 32 .....                   | McDonnell, Donald .....  | 115     | 0    | 0  | ..... | 40       | 0    | 0  |   |
| 8, West half .....         | McBain, Widow .....      | 60      | 0    | 0  | ..... | 50       | 0    | 0  |   |
| 8, part of West half ..... | McBain, Archibald .....  | 114     | 0    | 0  | ..... | 80       | 0    | 0  |   |
| 13 .....                   | McLean, Margaret .....   | 50      | 0    | 0  | ..... | 45       | 0    | 0  |   |
| 19, West half.....         | McLean, Widow .....      | 150     | 0    | 0  | ..... | 100      | 0    | 0  |   |
| 19, East do .....          | McLean, A. L. .....      | 90      | 0    | 0  | ..... | 60       | 0    | 0  |   |
| 22, West third .....       | Munro, Donald .....      | 45      | 0    | 0  | ..... | 30       | 0    | 0  |   |
| 2, do half .....           | Macpherson, Dame .....   | 200     | 0    | 0  | ..... | 70       | 0    | 0  |   |
| 33 .....                   | Macpherson, Rev. ....    | 66      | 0    | 0  | ..... | 65       | 0    | 0  |   |
|                            | McDougall, Dame .....    |         |      |    |       |          |      |    |   |
| 21 .....                   | Morisson .....           | 250     | 0    | 0  | ..... | 102      | 10   | 0  |   |
| 20, West half .....        | McLennan, Thomas .....   | 100     | 0    | 0  | ..... | 65       | 0    | 0  |   |
| 18, East do .....          | Pollock, Samuel .....    | 125     | 0    | 0  | ..... | 37       | 10   | 0  |   |
| 7, West do .....           | Potomy, J. P. ....       | 48      | 0    | 0  | ..... | 40       | 0    | 0  |   |
| 9 .....                    | Perry, Johnson .....     | 50      | 0    | 0  | ..... | 35       | 0    | 0  |   |
| 7, East half .....         | Ross, Thomas D. ....     | 48      | 0    | 0  | ..... | 40       | 0    | 0  |   |
| 27 .....                   | Ross, Widow .....        | 150     | 0    | 0  | ..... | 12       | 10   | 0  |   |
|                            | Ross, Daniel .....       |         |      |    |       |          |      |    |   |
| 35, and part of 57 .....   | Ross, Murdoch .....      | 50      | 0    | 0  | ..... | 35       | 0    | 0  |   |
| 12 .....                   | Sutherland, Thomas ..... | 15      | 0    | 0  | ..... | 30       | 0    | 0  |   |
| 6 West half .....          | Wood, Joseph .....       | 295     | 0    | 0  | ..... | 175      | 0    | 0  |   |
| 24, do do .....            | Westly, Charles .....    | 350     | 0    | 0  | ..... | 200      | 0    | 0  |   |
|                            |                          | £       | 3995 | 0  | 0     | £        | 2278 | 10 | 0 |

## CLAIMS to be SETTLED by ARBITRATORS.

| NUMBERS.                    | NAMES.                   | CLAIMS. |      |    | —     | TENDERS. |     |    |   |
|-----------------------------|--------------------------|---------|------|----|-------|----------|-----|----|---|
|                             |                          | £       | s.   | d. |       | £        | s.  | d. |   |
| 15 .....                    | Macpherson, Thomas ..... | 840     | 0    | 0  | ..... | 250      | 0   | 0  |   |
| 13, West half, and 14 ..... | Macpherson, Max .....    | 800     | 0    | 0  | ..... | 250      | 0   | 0  |   |
| 16, and East half 17 .....  | McBean, Thomas .....     | 1770    | 0    | 0  | ..... | 815      | 0   | 0  |   |
| 30 .....                    | McLennan, P .....        | 75      | 0    | 0  | ..... | 25       | 0   | 0  |   |
|                             |                          | £       | 3485 | 0  | 0     | £        | 840 | 0  | 0 |

## CLAIMS UNSETTLED.

| NUMBERS.            | NAMES.                 | CLAIMS. |    |    | —     | TENDERS. |       |       |
|---------------------|------------------------|---------|----|----|-------|----------|-------|-------|
|                     |                        | £       | s. | d. |       | £        | s.    | d.    |
| 26, West half ..... | McBean, Farquhar ..... | 100     | 0  | 0  | ..... | 25       | 0     | 0     |
| 26, East do .....   | McLeod, Normand .....  | 100     | 0  | 0  | ..... | 25       | 0     | 0     |
| 35, do do .....     | Falkner, James .....   | 62      | 0  | 0  | ..... | .....    | ..... | ..... |



## CLAIMS UNSETTLED.—(Continued.)

| NUMBERS.                | NAMES.                     | CLAIMS. |    |    | —     | TENDERS. |       |       |
|-------------------------|----------------------------|---------|----|----|-------|----------|-------|-------|
|                         |                            | £       | s. | d. |       | £        | s.    | d.    |
| 35, West half . . . . . | Falkner, Daniel . . . . .  | 30      | 0  | 0  | ..... | .....    | ..... | ..... |
| 36, do do . . . . .     | Falkner, William . . . . . | 75      | 0  | 0  | ..... | .....    | ..... | ..... |
| 1, do do . . . . .      | McKie, Phillip . . . . .   | 100     | 0  | 0  | ..... | .....    | ..... | ..... |
| 10, and East half, 11   | Ross, Murdoch . . . . .    | 676     | 0  | 0  | ..... | .....    | ..... | ..... |
| 34 . . . . .            | Finney, Peter . . . . .    | 225     | 0  | 0  | ..... | .....    | ..... | ..... |
| 23, East half . . . . . | Wesley Thornton . . . . .  | 138     | 0  | 0  | ..... | .....    | ..... | ..... |
| 11, West half . . . . . | McGill, Peter . . . . .    | 144     | 0  | 0  | ..... | .....    | ..... | ..... |
| 11, East half . . . . . | Gunn, Thomas . . . . .     | 100     | 0  | 0  | ..... | .....    | ..... | ..... |
| 17, West half . . . . . | McBean, A. E. F . . . . .  | 150     | 0  | 0  | ..... | .....    | ..... | ..... |
|                         | Curry, Thomas . . . . .    | 300     | 0  | 0  | ..... | .....    | ..... | ..... |
|                         | Curry, W. Js. . . . .      | 100     | 0  | 0  | ..... | .....    | ..... | ..... |

Signed conformably to the Report of the other parts.

(Signed,) JNO. BURROUGHS.  
 “ A. B. SIROIS.

QUEBEC, 23rd November, 1853.

## No. 11.

[Translation.]

DUNDEE, 18th October, 1854.

Sir,—I have the honor to enclose to you two lists, containing statements of the payments made in Charlottenburg, St. Zotique, and La Grande Isle, from the month of June up to this date. These lists may be of use to you at the present moment. I beg also to inform you that I shall be obliged to go down to Quebec on business about the end of the month. Mr. Burroughs will, perhaps, if the season be favorable, be able to continue the duties.

I have the honor to be, Sir,  
 Your obedient Servant,

(Signed,) A. B. SIROIS.

Honorable J. CHABOT,

C. C. L.

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 and STATIONERY

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AMOUNT paid at CHARLOTTENBURG and LANCASTER, since the 1st  
June, 1854.

| No. | NAMES.                                            | Amount. |    |    |
|-----|---------------------------------------------------|---------|----|----|
|     |                                                   | £       | s. | d. |
| 1   | McPherson, Murdock } settled by arbitration ..... | 602     | 8  | 6  |
| 2   | McPherson, John } .....                           | 402     | 5  | 6  |
| 3   | Heman, Daniel .....                               | 62      | 10 | 0  |
| 4   | McGillis, Alexander .....                         | 400     | 0  | 0  |
| 5   | McLaughlin, John .....                            | 400     | 0  | 0  |
| 6   | Ross, Thomas .....                                | 25      | 0  | 0  |
| 7   | Ross, John D. ....                                | 25      | 0  | 0  |
| 8   | McBlain .....                                     | 82      | 10 | 0  |
| 9   | McLaughlin, Kerr .....                            | 20      | 0  | 0  |
| 10  | Ross, D. G. ....                                  | 73      | 10 | 0  |
| 11  | Scott, Thomas .....                               | 56      | 0  | 0  |
| 12  | McDan, Thomas .....                               | 17      | 10 | 0  |
| 13  | McDonald, Kerr .....                              | 25      | 0  | 0  |
| 14  | Grant, Peter .....                                | 16      | 0  | 0  |
| 15  | McDonald, Angus .....                             | 35      | 0  | 0  |
| 16  | Grant, Archibald .....                            | 18      | 0  | 0  |
| 17  | McDougall, Donald .....                           | 80      | 0  | 0  |
| 18  | McDougall, Daniel .....                           | 90      | 0  | 0  |
| 19  | Rose, Andrew .....                                | 10      | 0  | 0  |
| 20  | Grant, Alexander .....                            | 30      | 0  | 0  |
| 21  | McEdwards, Alexander .....                        | 50      | 0  | 0  |
| 22  | Cameron, Angus .....                              | 115     | 0  | 0  |
| 23  | McDonald, Alexander .....                         | 75      | 0  | 0  |
| 24  | McDonald, Allan .....                             | 12      | 10 | 0  |
| 25  | Baker, Stephen .....                              | 23      | 0  | 0  |
| 26  | Summers, David .....                              | 90      | 0  | 0  |
| 27  | McLeod, Mr. ....                                  | 30      | 0  | 0  |
| 28  | Grant, Richard .....                              | 180     | 0  | 0  |
| 29  | Adams, Joseph .....                               | 7       | 10 | 0  |
| 30  | Markison, Kerr .....                              | 12      | 10 | 0  |
| 31  | Markison, John .....                              | 12      | 10 | 0  |
| 32  | Farlinger, Nicholas .....                         | 7       | 10 | 0  |
| 33  | McDonald, Ewes .....                              | 30      | 0  | 0  |
| 34  | McDonald, Archibald .....                         | 45      | 0  | 0  |
| 35  | Colquhoun, Setti .....                            | 60      | 0  | 0  |
| 36  | Farlinger, Edward .....                           | 100     | 0  | 0  |
| 37  | Grant, Allen .....                                | 20      | 0  | 0  |
| 38  | Rae, Joseph .....                                 | 25      | 0  | 0  |
| 39  | Purcell, Michael .....                            | 57      | 10 | 0  |
| 40  | Rose, Alexander .....                             | 3       | 0  | 0  |
| 41  | Gallagher, Charles .....                          | 57      | 10 | 0  |
| 42  | Paic, Joseph .....                                | 8       | 0  | 0  |
| 43  | Desroches, John .....                             | 13      | 0  | 0  |
| 44  | Gadbois, François .....                           | 19      | 10 | 0  |
| 45  | Craig, James .....                                | 20      | 0  | 0  |
| 46  | Flanagan, John .....                              | 100     | 0  | 0  |
| 47  | Craig, Thomas .....                               | 22      | 10 | 0  |
| 48  | Simmers, William .....                            | 4       | 10 | 0  |
| 49  | Adams, Joseph .....                               | 5       | 0  | 0  |
| 50  | Grant, Alexander .....                            | 25      | 0  | 0  |
| 51  | Grant, Peter .....                                | 25      | 0  | 0  |
| 52  | Robideau, Joseph .....                            | 13      | 0  | 0  |
| 53  | Grant, Thomas .....                               | 30      | 0  | 0  |
| 54  | McDonald, Donald .....                            | 8       | 0  | 0  |
|     | <i>Carried forward</i> .....                      | £ 8816  | 14 | 0  |

AMOUNT paid at CHARLOTTENBURG and LANCASTER, since the 1st June, 1854.—(Continued.)

| No. | NAMES.                                                                             | Amount. |      |    |   |
|-----|------------------------------------------------------------------------------------|---------|------|----|---|
|     |                                                                                    | £       | s.   | d. |   |
|     | <i>Brought forward</i> .....                                                       | 8816    | 14   | 0  |   |
| 55  | McGregor, Alexander .....                                                          | 15      | 0    | 0  |   |
| 56  | Atkin, John .....                                                                  | 12      | 10   | 0  |   |
| 57  | Ferguson, Alexander .....                                                          | 300     | 0    | 0  |   |
| 58  | McDonald, Alexander .....                                                          | 7       | 10   | 0  |   |
| 59  | Ross, Murdock .....                                                                | 325     | 0    | 0  |   |
| 60  | McDougall, Alexander .....                                                         | 12      | 10   | 0  |   |
| 61  | McGinnis, Colin .....                                                              | 20      | 0    | 0  |   |
| 62  | D nlop, Thomas .....                                                               | 80      | 0    | 0  |   |
| 63  | McDonald, John .....                                                               | 40      | 0    | 0  |   |
| 64  | Campbell, Mr. ....                                                                 | 80      | 0    | 0  |   |
| 65  | Desroches, Antoine .....                                                           | 4       | 10   | 0  |   |
| 66  | McNicol, Donald .....                                                              | 15      | 0    | 0  |   |
| 67  | Dogherty, Alexander .....                                                          | 80      | 0    | 0  |   |
| 68  | McLean, Hugh .....                                                                 | 8       | 10   | 0  |   |
| 69  | Tobin, Martin .....                                                                | 350     | 0    | 0  |   |
| 70  | Fraser, Edward .....                                                               | 05      | 10   | 0  |   |
| 71  | Bethune, Ann .....                                                                 | 12      | 10   | 0  |   |
| 72  | Stuart, Archibald .....                                                            | 12      | 10   | 0  |   |
| 73  | Ross, Donald .....                                                                 | 15      | 0    | 0  |   |
| 74  | Dingwall, Duncan .....                                                             | 400     | 0    | 0  |   |
| 75  | Feriney, Peter .....                                                               | 200     | 0    | 0  |   |
|     |                                                                                    | £       | 5747 | 14 | 0 |
|     | In August, amount paid at St. Zotique, for claims in Charlottenburg and Lancaster. |         |      |    |   |
|     | Hamilton, William .....                                                            | 375     | 0    | 0  |   |
|     | Percy, Johnson .....                                                               | 90      | 0    | 0  |   |
|     | McGill, Peter .....                                                                | 75      | 0    | 0  |   |
|     | Cameron, Alexander .....                                                           | 7       | 10   | 0  |   |
|     | McBean, Widow Alexander .....                                                      | 65      | 0    | 0  |   |
|     | Colquhoun, Walter .....                                                            | 100     | 0    | 0  |   |
|     | Total .....                                                                        | £       | 6459 | 14 | 0 |

(Signed,) SIROIS & BURROUGHS.

DUNDEE, 18th October, 1854.

## AMOUNT PAID AT ST. ZOTIQUE.

| No. | NAMES.                         | Amount. |    |    |
|-----|--------------------------------|---------|----|----|
|     |                                | £       | s. | d. |
| 1   | Asselin, J. Bte.               | 50      | 0  | 0  |
| 2   | Asselin, Hyach.                | 75      | 0  | 0  |
|     | Asselin, Peritier François.    | 27      | 0  | 0  |
| 3   | Bissoinet, Ang. Ve. P. Asselin | 15      | 0  | 0  |
| 4   | Bray, Olivier.                 | 100     | 0  | 0  |
| 5   | Biron, Jiles                   | 50      | 0  | 0  |
| 6   | Biron, Joseph O.               | 17      | 10 | 0  |
| 7   | Bériault, J. Bte.              | 00      | 0  | 0  |
| 8   | Bériault, Joseph               | 75      | 0  | 0  |
| 9   | Benard, Olivier                | 10      | 0  | 0  |
| 10  | Beauchêne, Joseph.             | 5       | 0  | 0  |
| 11  | Beauchêne, Joseph.             | 5       | 0  | 0  |
| 12  | Beauchêne, F. X.               | 5       | 0  | 0  |
| 13  | Bissonnet, Ve. François        | 80      | 0  | 0  |
| 14  | Boyer, M. A. Ve. J. Deschamps  | 50      | 0  | 0  |
| 15  | Bériault, Joseph               | 16      | 0  | 0  |
| 16  | Boyer, Benjamin.               | 7       | 10 | 0  |
| 17  | Birmingham, John.              | 100     | 0  | 0  |
| 18  | Charlebois, J. B.              | 100     | 0  | 0  |
| 19  | Campbell, W. W.                | 07      | 10 | 0  |
| 20  | Cédillot, Paul.                | 175     | 0  | 0  |
| 21  | Challe, Charles                | 12      | 10 | 0  |
| 22  | Challe, J. Bte.                | 10      | 0  | 0  |
| 23  | Craig, J. & H.                 | 80      | 0  | 0  |
| 24  | Cristes, George                | 20      | 0  | 0  |
| 25  | Denis dit Picard, Pierre       | 512     | 10 | 0  |
| 26  | Dooley, Wm.                    | 10      | 0  | 0  |
| 27  | Dooley, Jéremi                 | 10      | 0  | 0  |
| 28  | Duckett, Wm.                   | 300     | 0  | 0  |
| 29  | Deschamps, Pierre              | 20      | 0  | 0  |
| 30  | Deschamps, Joseph              | 12      | 10 | 0  |
| 31  | Denis, dit Picard              | 4       | 10 | 0  |
| 32  | Dixon, Robert.                 | 130     | 0  | 0  |
| 33  | Dubois, Vinet                  | 15      | 0  | 0  |
| 34  | Elie, André                    | 60      | 0  | 0  |
| 35  | Fournier, Albert.              | 07      | 10 | 0  |
| 36  | Fournier, Joseph.              | 7       | 10 | 0  |
| 37  | Fabrique St. Zotique           | 30      | 0  | 0  |
| 38  | Fournier, Joseph.              | 10      | 0  | 0  |
| 39  | Fournier, Michel.              | 02      | 10 | 0  |
| 40  | Garlau, John                   | 20      | 0  | 0  |
| 41  | Gauthier, Cyprien              | 50      | 0  | 0  |
| 42  | Grange, Thomas & J.            | 40      | 0  | 0  |
| 43  | Jaisks, André                  | 7       | 10 | 0  |
| 44  | Lalonde, Isreal                | 00      | 0  | 0  |
| 45  | Lalonde, Joachim               | 17      | 0  | 0  |
| 46  | LeBlanc, Pre.                  | 80      | 0  | 0  |
| 47  | LaBride, J. Bte.               | 050     | 0  | 0  |
| 48  | Lalonde, J. Bte. fils          | 12      | 10 | 0  |
| 49  | Lalonde, Isaac                 | 25      | 0  | 0  |
| 50  | LeBlanc, Etienne               | 10      | 0  | 0  |
| 51  | Laughran, W.                   | 7       | 10 | 0  |
| 52  | Ledweedge, Thomas              | 210     | 0  | 0  |

## AMOUNT PAID AT ST. ZOTIQUE.—(Continued.)

| No. | NAMES.                               | Amount. |    |    |
|-----|--------------------------------------|---------|----|----|
|     |                                      | £       | s. | d. |
| 53  | Letellier dit Lafortune, Boyer ..... | 25      | 0  | 0  |
| 54  | Lalonde, Joseph .....                | 25      | 0  | 0  |
| 55  | LeBlanc, J. Bte .....                | 55      | 0  | 0  |
| 56  | LeBlanc, Amb. ....                   | 50      | 0  | 0  |
| 57  | Logros, Pierre .....                 | 5       | 0  | 0  |
| 58  | Lalonde J. Bte .....                 | 15      | 0  | 0  |
| 59  | Leger, J. Bte. ....                  | 25      | 0  | 0  |
| 60  | Lalonde, Joseph Gauiron .....        | 75      | 0  | 0  |
| 61  | Levasseur, Paul .....                | 25      | 0  | 0  |
| 62  | Lalonde, Vucvo Guillaume .....       | 25      | 0  | 0  |
| 63  | Lalonde, Joseph .....                | 25      | 0  | 0  |
| 64  | Lefebvre, François .....             | 4       | 0  | 0  |
| 65  | Lalonde, Amb. ....                   | 25      | 0  | 0  |
| 66  | Lalonde, Jul. ....                   | 6       | 0  | 0  |
| 67  | Lalonde, Augr. Ve. F. Asselin .....  | 36      | 0  | 0  |
| 68  | Lalonde, Joseph .....                | 9       | 0  | 0  |
| 69  | Lalonde, Hyach. ....                 | 12      | 10 | 0  |
| 70  | McKie, Joseph .....                  | 12      | 10 | 0  |
| 71  | Minville, Joseph .....               | 42      | 10 | 0  |
| 72  | Meegan, Lawrence .....               | 20      | 0  | 0  |
| 73  | Meegan, James .....                  | 17      | 10 | 0  |
| 74  | Monpetit, François .....             | 37      | 10 | 0  |
| 75  | Minville, Julunor .....              | 4       | 10 | 0  |
| 76  | McKie, Peter .....                   | 37      | 10 | 0  |
| 77  | Monpetit, Aug. ....                  | 67      | 10 | 0  |
| 78  | Monpetit, H. ....                    | 81      | 18 | 4  |
| 79  | McKie, Duncan .....                  | 36      | 0  | 0  |
| 80  | McKie, Wme. ....                     | 75      | 0  | 0  |
| 81  | Mitchell, Guillaume .....            | 15      | 0  | 0  |
| 82  | McIntyre, M. ....                    | 7       | 10 | 0  |
| 83  | Merleau, Joseph .....                | 75      | 0  | 0  |
| 84  | Martin, Joseph .....                 | 15      | 0  | 0  |
| 85  | McIntyre, Ab .....                   | 50      | 0  | 0  |
| 86  | McIntyre, Robert .....               | 12      | 10 | 0  |
| 87  | Mountain, Rev. A. ....               | 212     | 10 | 0  |
| 88  | McKie, J. Bte. ....                  | 40      | 0  | 0  |
| 89  | Parent, J. M. ....                   | 125     | 0  | 0  |
| 90  | Poirier, Baz. ....                   | 80      | 0  | 0  |
| 91  | Parent, Héritiers .....              | 5       | 9  | 0  |
| 92  | Priem, François .....                | 112     | 10 | 0  |
| 93  | Priem, J. Bte .....                  | 40      | 0  | 0  |
| 94  | Pease, Oroon .....                   | 25      | 0  | 0  |
| 95  | Priem, Ve. F. R. ....                | 37      | 10 | 0  |
| 96  | Priem, Augr. ....                    | 17      | 10 | 0  |
| 97  | Pury, Alexander .....                | 150     | 0  | 0  |
| 98  | Rogers, Thomas .....                 | 20      | 0  | 0  |
| 99  | Sauvé, J. Bte. ....                  | 50      | 0  | 0  |
| 100 | Scanlan, John .....                  | 22      | 10 | 0  |
| 101 | Seguin, Joseph .....                 | 7       | 10 | 0  |
| 102 | Sauvé, Alexandre .....               | 15      | 0  | 0  |

## AMOUNT PAID AT ST. ZOTIQUE.—(Continued.)

| No. | NAMES.                                                                                      | Amount. |    |    |
|-----|---------------------------------------------------------------------------------------------|---------|----|----|
|     |                                                                                             | £       | s. | d. |
| 103 | St. Amand, F. X. ....                                                                       | 52      | 10 | 0  |
| 104 | Sauvé Scraph .....                                                                          | 80      | 0  | 0  |
| 105 | Sullivan, Edward .....                                                                      | 70      | 0  | 0  |
| 106 | Sauvé, Antoine .....                                                                        | 7       | 10 | 0  |
| 107 | Tellin dit Lafortune, Ls .....                                                              | 67      | 10 | 0  |
| 108 | Tellin dit Lafortune, François .....                                                        | 10      | 0  | 0  |
| 109 | Tellin dit Lafortune, Vaac .....                                                            | 16      | 6  | 3  |
| 110 | Veroneau, Joseph .....                                                                      | 500     | 0  | 0  |
| 111 | Veroneau, Denis .....                                                                       | 75      | 0  | 0  |
| 112 | Watier, P. E. ....                                                                          | 200     | 0  | 0  |
|     |                                                                                             | £ 6023  | 18 | 7  |
|     | Amount paid at St. Zotique, for claims at Grand Isle, Parish of St. Timothée, D'Arpentigny. | 175     | 0  | 0  |
|     | Benjamin Beaudet, G. E. ....                                                                | 86      | 15 | 0  |
|     | Total .....                                                                                 | £ 7167  | 18 | 7  |

(Signed,) SIROIS &amp; BURROUGHS.

DUNDEE, 18th October, 1854.

## No. 12.

[Translation.]

Before the undersigned Notaries Public, for that part of the Province of Canada, heretofore constituting Lower Canada, residing in the District of Montreal;

Came and appeared, Alexander B. Sirois, Esquire, of the City of Quebec, Notary, acting for and in the name of the Honorable Jean Chabot, Chief Commissioner of Public Works, and of the Honorable Hamilton H. Killaly, Assistant Commissioner of Public Works for the Province of Canada, by whom, or by one of whom, he promises that these presents shall be accepted and ratified, these presents, upon requisition so to do, of the first part; and Joseph Loy, Esquire, Physician, of the Parish of St. Zotique, of the second part: which said parties have entered into the following agreement with respect to the raising of the Queen's highway, in the said Parish of St. Zotique, commencing at a distance of one acre to the East of the first bridge to the East, built over the little river, and extending three-quarters of an acre to the west of the third bridge, in the following manner, that is to say:—The said John Joseph Loy binds himself,

1st. To raise the aforesaid road over a width of twenty feet, to the level of the first bridge.

2nd. The foundation of the said road in the low lands, shall be of fascines, the materials to be of spruce or pine, nine or ten inches in thickness, well fastened together, the said fascines to be placed in the water, and the remainder of the elevation shall consist of stones and earth, as hereinafter described. The fascines shall be covered over with stones and then with earth, upon demand of the person employed to superintend the work, and the more elevated part of the road shall be paved with stones, covered with a sufficient quantity of earth, and the middle part of the said road shall be filled up and raised with earth, and gravel well beaten down and graded, so as to facilitate the running off of the water.

3rd. To raise the third bridge ten inches in height, and to renew any timbers therein which may be decayed.

4th. To perform all the aforesaid works in such manner as to suit the levels at each extremity of the road, to be repaired as above

All the materials to be employed in the said work shall be furnished by the said John Joseph Loy, Esquire, and be delivered on the spot as soon as possible, and the said works shall be commenced by the said contractor immediately, and be continued with a sufficient number of men, until the said works are entirely completed, and they shall be finished and completed between this day and the twentieth day of November next.

All the work shall be done under the superintendence of a person named by the Commissioners of Public Works, and be subject to his acceptance and approval, or to that of any other persons whom the Commissioners of Public Works may name, Mr. Zacharie Chabot being the person appointed at present by the aforesaid Commissioners to superintend the said works.

The said contract and agreement so made for, and in consideration of the price and sum of One thousand pounds current money of this Province, which the representatives of the said Commissioners as aforesaid promise and bind themselves to deliver, and pay to the said John Joseph Loy, Esquire, in sums proportioned to the advance of the said works, and according to the report made of the said works by the superintendent.

The said John Joseph Loy, Esquire, further binds himself by these presents, to furnish without delay, two solvent persons as securities for the due execution of the present contract

Done and passed at St. Louis de Gonzague, in our office, on the nineteenth day of September, One thousand eight hundred and fifty-three, under number Nine hundred and ninety-three, and the said parties have signed hereto with us Notaries, after reading hereof, (signed in minutes,) A. B. Sirois, John Joseph Loy, L. Gervais, N.P., and the undersigned.

(Signed,) A. LEMOYNE DE MARTIGNY, N.P.

(True Copy.)

## No. 13.

[Translation.]

Before the undersigned, Notaries Public for that part of the Province of Canada heretofore constituting the Province of Lower Canada, residing in the District of Montreal;

Came and appeared, Messrs. Orton and Benjamin W. Bridges, both Merchants, residing in the Parish of St. Zotique,

Who, having taken communication of, and heard read over to them, by Mr. Basinet, one of the undersigned Notaries, a certain agreement entered into between Alexander B. Sirois, Esquire, acting for and in the name of the Honorable Jean Chabot, Chief Commissioner of Public Works, and Hamilton H. Killaly, Assistant Commissioner of Public Works for the Province of Canada, and John Joseph Loy, Esquire, of the said Parish of St. Zotique, passed before Messrs. Lemoyne de Martigny and colleague, Notaries, on the nineteenth day of September last (1853), did by these presents, declare themselves to be the pledges and sureties for the said Joseph Loy, towards the said Alexandre B. Sirois, in his said capacity, or towards any other parties concerned, for the due and faithful execution of all and every the works mentioned and detailed in the above mentioned Contract, and the said parties do by these presents, jointly and severally, with the said John Joseph Loy, bind themselves for the full and entire execution of the aforesaid Contract, the one for the other and any one of them for the whole.

And for the faithful execution of these presents, the said parties have elected their domicile at their ordinary residence.

Done and passed in the said Parish of St. Zotique, in our office, under number three hundred and fifty-two, in the year of our Lord one thousand eight hundred and fifty-three, on the twenty-fourth day of October, in the forenoon. And the said parties have signed these presents they having been first duly read.

|           |                       |
|-----------|-----------------------|
| (Signed.) | ORTON PEAR,           |
| "         | B. W. BRIDGES,        |
| "         | G. H. DUMESAIL, N.P., |
| "         | F. C. BASINET, N.P.   |

True Copy of the minutes of these presents remains in the Office of the undersigned Notary.

(Signed,) F. C. BASINET, N.P.

## No. 14.

[Translation.]

ST. LOUIS DE GONZAGUE, 23rd September, 1853.

My dear Sir,—I have received your letter of instructions respecting the repairs requiring to be made to the St. Zotique Road. I was unable to obtain the tenders therefor from Mr. McBean, who, I was told, was in Upper Canada, and as awaiting these tenders, would have considerably retarded the commencement of



the works, and the season being advanced, having been informed moreover, that he would not undertake the works for less than from £1500 to £2000, I accepted Mr. Le Loy's tender as it was the lowest, and the one that offered the best security, as well personal as otherwise, for the execution of the contract. Mr. Chabot, before passing the deed, a copy of which I send you, together with the tenders, had been to inspect that part of the road which required to be repaired, and gave me an account of his visit. He is of opinion, and I am so also, that it is impossible to construct a good foundation to the road in the low lands, without making use of wood to keep up the stones, without which they would be lost altogether, and sink into the large ditches on each side of the road. I, however, acted for the best, and could not get Mr. DeLoy to abate anything from the tender given in by him.

We are proceeding with the settlement of the numerous claims presented to us by the inhabitants of River St. Louis, and are forced to expend far more time than we would wish to do in examining these claims, as we are often presented at the same time with three different claims on account of the same land, one by proprietor, another by the tenant, and a third by the sub-tenant. There are also numerous instances of bad faith in the presenting of claims. Although the people are strongly under the impression that they will obtain damages in proportion to the amount of the claims sent in by them, the greater portion of them are, nevertheless, satisfied with the offers made to them, although we very often cause them to abate three-quarters of the amount claimed. This investigation takes up a considerable portion of our time, and for my part I am very much afraid, that I will not be able to finish the settlement of these claims before I go down to Quebec, where I am called to transact business confided to me by different parties, and I have been, perhaps, too long away absent from their interests.

We shall not be able to leave St. Louis for the Côteau, before Monday or Tuesday next.

I remain, Sir,

Your obedient Servant,

(Signed,) A. B. SIROIS.

## No. 15.

[*Translation.*]

CÔTEAU LANDING, September, 10th 1853.

Gentlemen,—Agreeable to a specification left at Côteau Landing, according to information for tenders to make the road in the Parish of St. Zotique, commonly known as Point à Fais road. My proposals are as follows:—to make a good and sufficient road, a stone wall on each side sufficiently high above high-water, then stone and earth to fill in, then gravel sufficient to make a good road, any part that may require making east of Bridge No. 5, in these former will be considered in the obligations for the price of six shillings currency, per square yard, of road sufficiently high above high-water.

Sureties as follows:—

John Curey, junior,  
Abraham H. McIntire,  
Robert McIntire.

The distance I do not know precisely between the Bridge in diagram, I merely sketched that for to give an idea. The material is not to be had within some miles of the place. It was me that made the road, that is, to the Province Line from Côteau Landing.

R. McI.

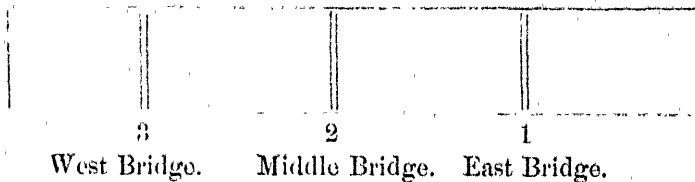
## No. 16.

[Translation.]

CÔTEAU LANDING, C.E., September 3rd, 1853.

Sir,—According to the specification left in this place by A. B. Sirois, Esquire, for the repairing of the road above the Church in the Parish of St. Zotique. I am disposed to tender for the said road, and hereby offer to do the said work for the sum of One thousand pounds currency, that is according to the manner in which I understand the specification, which stipulates as follows:—*A savoir d'élever le dit Chemin au niveau des ponts qui existent actuellement la dite elevation de deux parties, d'une base pas moins de vingt pied de largeur la largeur du chemin actuel le milieu du chemin devra être rempli de pierre lequel recouvertes de deux pieds épaisseur de terre et gravois, et le parment des côtés devont être de pierre posés de manière solid, &c., &c.* Sir, should you feel disposed to accept my tender, by notifying me, I will repair to Quebec immediately, if necessary, to close or have any further explanation on the subject, since at this advanced season of the year there is no time to be lost, as we must expect rains very soon and consequently bad roads, &c. Although the sides of the road require to be done with stone, yet I think that timber would keep it in better order for a longer period of time, on account of the frost, besides heavy stones are not very plenty; for the deepest holes I dare say we can obtain stone to face it, &c,

Plan of road to be repaired to the distance, I understand, above and below these water



spots, there are a few holes which require to be filled up with earth or gravel, the earth can be procured somewhat nearer than the gravel, and I should like to have the preference of either. I intended to call on A. B. Sirois, Esquire, yesterday, but was informed he had left for Quebec.

I remain, Sir,

Yours respectfully,

(Signed,) JOHN J. LOY.

Honorable JEAN CHABOT, C.C.,  
Quebec.

## No. 17.

[Translation.]

QUEBEC, 7th October, 1853.

Sir,—I have the honor to report, in answer to your letter of the 24th September last, addressed to A. B. Sirois, Esquire, and in his absence, to me, and received by us on the last day of the same month, that Mr. Sirois being then on the point of returning to Quebec, I, in conformity with your instructions, proceeded without delay from Côteau du Lac to Lancaster and Martintown, for the purpose of giving out, to the best advantage, the contract relating to the Muddy Bay Road, in the Township of Charlottenburgh. Having satisfied myself, from information obtained from Mr. Blackwood, the Reeve of the said Township, and from other persons likely to be well informed as to the means possessed by John McBean of carrying out his proposals, I entered into a contract with him to repair the said road, in accordance with the specification which had been published by the Municipal Council of the above Township, although the lowest tender made to the said Municipality for said repairs, appears on the face of the tenders, to be that of one Duncan McBean, for £1,195. You will see by the letter which I herewith transmit, addressed by Duncan McBean to the Reeve of the said Municipality, that the above lowest tender was really that of the said John McBean. The contract price is the said sum of £1,195. The contract was drawn up in duplicate, one original has been retained by the contractor, the other I herewith transmit. The sureties who have signed the contract, are, according to all accounts, fully able to meet the obligations they incurred. I beg further to mention, that as an additional security, I have stipulated that four hundred pounds of the contract should lie in the hands of the Honorable the Commissioner, until the full performance of the contract. Before leaving Martintown, I gave the Reeve, Mr. Blackwood, authority to charge Major James McDonald, with the superintendence of the work to be performed, at ten shillings per day, Major McDonald being represented by all parties as a person well fitted for the purpose; Major McDonald is to acquaint you immediately with his acceptance or refusal of said office.

I have the honor to be, Sir,  
Your obedient Servant,

(Signed,) JOHN BURROUGHS.

N.B.—I have omitted to mention, that the Reeve of the Municipality of Charlottenburgh, complains of the flooding in spring, of parts of road other than those contracted for, and states that the Municipality is disposed to repair them for the following sums:—

|                                                                                                             |                 |
|-------------------------------------------------------------------------------------------------------------|-----------------|
| For the work required on each side of the River Aux Raisins, say six acres on each side .....               | £ 65 0 0        |
| For several pieces on the front road between Summer's and Grey's Creek Bridge .....                         | 75 0 0          |
| For a part of the road west of the bridge across the River Aux Raisins, to letter F on the front road ..... | 60 0 0          |
| Expenses already incurred by the Municipality .....                                                         | 20 0 0          |
| <b>Total .....</b>                                                                                          | <b>£220 0 0</b> |

All which is duly submitted,

(Signed,) JOHN BURROUGHS.

To the Honorable JEAN CHABOT,  
Chief Commissioner of Public Works,  
&c., &c., &c.,

## No. 18.

[Translation.]

CÔTEAU DU LAC, 28th October, 1853.

Dear Sir,—When we left St. Timothée we were indebted to different persons for the payment of their claims for damages, as the amount placed in our hands having been laid out, owing to the circumstance of these inhabitants who had at first refused our offers having finally accepted them, so that we shall require a sum of Two hundred and fifty pounds to be able to pay these last claimants. Would you have the goodness to enclose us this amount as soon as possible at Lancaster, so that we can go to the head of the Canal and pay those who have not as yet been paid, but who expect to be so shortly as we had given them to understand. When these claimants shall have been paid there will remain but ten or twelve and they have consented to have their claims settled by arbitration, so that your offers have not been found too low and trifling, notwithstanding what Mr. Leblanc may say to the contrary. This gentleman came to St Timothée last Monday, but did not favor us with a visit.

I remain, Sir, with consideration,  
Your humble Servant,

(Signed) A. B. SIROIS.

Honorable J. CHABOT,  
Chief Commissioner Public Works.

## No. 19.

[Translation.]

LANCASTER, 4th November, 1853.

Dear Sir,—In my letter of the 20th I applied for an additional sum of £250 for the payment of those of the claimants at the head of the Canal who at first refused our offers but who have subsequently accepted them; upwards of a hundred have since decided to accept our offers, which obliges us to apply for a further sum of £200, which, in addition to the amount at my credit, for the purposes above mentioned, will, I am of opinion, be sufficient, and as I intend to go to Montreal some time this week, I would feel obliged by your directing this last mentioned sum to be placed to my credit at the Branch of the Upper Canada Bank in Montreal, if possible at the beginning of the week.

The people of Glengarry appear very well disposed, at least those whom we have hitherto seen, but as the damages are considerable and must be at once paid for the past and future, it will be difficult to make any reduction in these damages. We will do our utmost to carry out what appears to us more equitable and to render justice to the parties interested.

I have the honor to be, Sir,  
Your very humble servant,

(Signed) A. B. SIROIS.

To the Honorable JEAN CHABOT,  
Chief Commissioner Public Works.

## No. 20.

[Translation.]

To the Honorable the Commissioners of Public Works, &c., &c., &c.

The undersigned appointed to estimate the damages caused by the dams erected at the head of the Beauharnois Canal, have the honor to represent, that they feel it their duty to call the attention of the Honorable the Commissioners, to the deplorable position to which Pierre Denis dit Picard, and Joseph Minville, who occupy lots Nos. thirty-one and thirty-three respectively, in the Parish of St. Zotique, are reduced, through the inundation of their lands. Their claims, as well as those of the other inhabitants of the same Parish, have not yet been taken into consideration, and cannot be so until the snow is off the ground. Up to this date, these two persons have reaped no crop whatever, comparatively speaking, and will certainly be without the very necessaries of life. Although we have not examined these two lands minutely, we have, nevertheless, examined them sufficiently to enable us to state, that they have been (especially that of Picard) rendered totally valueless through the inundation. We therefore take the liberty to suggest, that seventy-five pounds, a sum, at the lowest estimation, far less than the damage sustained by them, be immediately paid to each of them on account of the amount at which their losses will be hereafter adjudged.

We further have the honor to announce, that we avail ourselves of this occasion to remit to the Honorable the Commissioners, the sum of two hundred pounds, confided to Mr. John Burroughs, for repairs to the St. Amiot Road, which he has not expended, on account of the subsequent arrangements of the Commissioners.

The whole nevertheless respectfully submitted,

(Signed,) JOHN BURROUGHS.  
" A. B. SIROIS.

QUEBEC, 9th December, 1853.

## No. 21.

[Translation.]

To the Honorable JEAN CHABOT, Commissioner of Public Works, &c., &c., &c.

Sir,—I have the honor to transmit for your consideration, a letter received by me from Major James McDonald, of Charlottenburg, relating to the choice of a third Arbitrator for the settlement of the Lancaster claims, and conveying information of the progress of the Muddy Bay Road.

I have the honor to be, Sir,  
With due regard,  
Your obedient Servant,

(Signed,) JOHN BURROUGHS.

QUEBEC, December 24th, 1853.

LANCASTER, 19th December, 1853.

Dear Sir,—According to your verbal instructions, I sent for Dr. Grant to Martintown, and we appointed Ronald McDonell, of Charlottenburg, Yeoman, for the third man, and Donald McNicol, Esquire, of Williamstown, as Clerk. We went to the different lots, and are waiting now for the instructions promised by you, when I had the pleasure of seeing Aurry's, in filling up the Bonds say James McDonald and Ronald McDonell, both of the Township of Charlottenburg, in the County of Glengarry, Yeomen. We have a Surveyor ready to go to work as soon as we hear from you.

I am, dear Sir,

Yours truly,

(Signed,) JAMES McDONALD.

JOHN BURROUGHS, Esquire,  
Quebec.

P.S.—McBean will have the Muddy Road finished in less than ten days, and in a satisfactory manner.

## No. 22.

[Translation.]

To the Honorable the Commissioners of Public Works.

Gentlemen,—I have the honor to transmit for your information, a detail of the moneys paid by me out of the funds in my hands to the witnesses summoned on the part of the Board of Works, in the matters of John McBean, Murdock McPherson and John McPherson, referred to arbitration and proceeded with at Lancaster (C.W.), in February and March last. Taxed at.

|                            | £    | s. | d. |                               | £    | s. | d. |
|----------------------------|------|----|----|-------------------------------|------|----|----|
| Walter Williams .....      | 0    | 15 | 0  | <i>Brought up</i> .....       | 11   | 5  | 0  |
| George Curry, junior ..... | 0    | 10 | 0  | Alexander McDonald .....      | 0    | 5  | 0  |
| Thomas Ross .....          | 0    | 10 | 0  | John Sutherland .....         | 0    | 10 | 0  |
| Donald Sutherland .....    | 0    | 5  | 0  | Henry Roebuck .....           | 0    | 15 | 0  |
| A. L. McBain .....         | 0    | 10 | 0  | Duncan McDonald .....         | 0    | 10 | 0  |
| James Curry .....          | 0    | 15 | 0  | Peter Shannon .....           | 1    | 15 | 0  |
| Peter Grant .....          | 0    | 15 | 0  | Léon Pitré .....              | 1    | 15 | 0  |
| John Dunn .....            | 0    | 15 | 0  | James Curry, (recalled) ..... | 0    | 15 | 0  |
| Hugh Craig .....           | 0    | 15 | 0  | Thomas Ross, do .....         | 0    | 10 | 0  |
| Dr. John Archibald .....   | 0    | 15 | 0  | John McBean .....             | 0    | 5  | 0  |
| Robert Salts .....         | 0    | 15 | 0  | Peter Stuart .....            | 0    | 5  | 0  |
| Donald McDonald .....      | 0    | 15 | 0  | R. S. M. McDonald .....       | 0    | 5  | 0  |
| Alexander McDonald .....   | 0    | 15 | 0  | Alexander Wood .....          | 0    | 10 | 0  |
| William Bridge .....       | 0    | 15 | 0  | John Dunn .....               | 0    | 10 | 0  |
| John Hay .....             | 1    | 0  | 0  | Donald McRea .....            | 0    | 15 | 0  |
| Arthur Campbell .....      | 1    | 0  | 0  | John Bell .....               | 0    | 15 | 0  |
| <i>Carried up</i> .....    | £ 11 | 5  | 0  | <i>Total</i> .....            | £ 21 | 5  | 0  |

John McRea for Mileage Services of Subpœnas, including 20s. to pre-pay witnesses £4 3s. 6d.

R. Kennedy, for Mileage and services of Subpœnas, £2 11s. 8d.

In addition to the above, five pounds fifteen shillings were paid to George McDonald, Esquire, Barrister, for his services in the above matters, during two days previous to any arrival and three pounds to Donald McDonald, Esquire, Surveyor, for surveying part of the property in question, in said references to arbitration.

RECAPITULATION.

|                                         |     |    |   |
|-----------------------------------------|-----|----|---|
| Amount paid to Witnesses.....           | £21 | 5  | 0 |
| do do to John McRea .....               | 4   | 3  | 6 |
| do do to R. Kennedy.....                | 2   | 11 | 8 |
| do do to George McDonald, Esquire ..... | 5   | 15 | 0 |
| do do to — McDonald, Esquire .....      | 3   | 0  | 0 |
| Total .....                             | £36 | 15 | 2 |

The different amounts paid the witnesses were the amounts at which they were severally taxed by the arbitrators, James Grant, Ronald McDonald, and James McDonald, for their attendance in the above cases.

I have the honor to be,  
Gentlemen,  
Your obedient Servant,

(Signed,) JNO. BURROUGHS.

QUEBEC, May 1, 1854.

No. 23.

[*Translation.*]

CÔTEAU DU LAC, August 1st, 1854.

My dear Sir,—I beg to congratulate you upon your return as a Member for both the County of Bellechasse and the City of Quebec, one of which you will, I think, be easily able to dispose of to one of your electoral divisions, to our friend Mr. Morin, who, if we may judge by the *Pays* of Saturday, is in a minority in the County of Terrebonne, and would accept, I suppose, of his old County, (Bellechasse. Dr. Masson passed through here yesterday in triumph.

The heat here is extraordinary, and I can assure you it is no easy matter for us to proceed with our visits to the woods of Upper Canada. We have, however, been able to terminate them, and to pay the people in that part of the Province, with the exception of some claims which, for some reason or other, have remained in abeyance; these sums have increased to a large extent, so that we have paid as well in Lancaster as in Charlottenburg, the sum of £4652 10s.

We are now in Lower Canada and have been working there for several days; we are so far advanced as to be able to ask for a fresh supply of money, of at least from £6000 to £7000, to pay the people here. We would wish therefore, that an order be given to Mr. Bradshaw to retain for you here at Coteau du Lac a sum of £3000, and to place to our credit in the Branch of the Upper Canada

Bank at Montreal another sum of £4000, and to credit the latter sum to my own name alone, so that I may be able to draw the money by signing the cheques alone, which would save a great deal of trouble. I send you a blank paper, endorsed by me, upon which Mr. Bradshaw can give his draft on the Montreal Bank. I should also feel obliged to Mr. Bradshaw if he would send me three or four blank check books. If these matters, and especially the remitting of the money, could be attended to as soon as possible, it would greatly help us in the settlement of a large number of claims, for although the credit of the Government is still good here, yet cash would be more acceptable to the people.

I have the honor to be, Sir,

Your obedient Servant,

(Signed,) A. B. SIROIS.

Honorable J. CHABOT,  
Chief Commissioner Public Works.

Mr. Begly will be so good as to do what is requested above, especially as to sending the amount required. He will at the same time please write to Messrs. Sirois and Burroughs, telling them to proceed with all possible diligence and despatch.

(Signed,) J. C.

6th August, 1854.

## No. 24.

[*Translation.*]

St. ANICET, 18th November, 1854.

Sir,—I have the honor to acknowledge the receipt of your letter of the 10th instant, addressed to Messrs. Sirois & Burroughs, relating to the Claims of Messrs. M. & P. Racine, and T. Charlebois; in answer I beg to state, that though unprepared to give at the present moment the precise valuation of their damages, I can safely say, that such damages are more than sufficient to justify any advance which may be deemed necessary to alleviate the said claimants' position, during the short space of time which may elapse before the final settlement of their demands. I would suggest, that such advance if deemed advisable, exceed not fifty pounds.

I have the honor to be, Sir,

Your very obedient Servant,

(Signed,) JOHN BURROUGHS.

THOMAS A. BEGLY, Esquire,  
Secretary, Public Works,  
&c., &c., &c.



## No. 25.

[Translation.]

WEDNESDAY, December 18th, 1854.

Sir,—We have the honor to transmit you the claim of Compeau, of St. Anicet Village. It was sent to our address, and received by yesterday's post.

We have the honor to be, Sir,  
Your obedient Servant,

(Signed,) SIROIS &amp; BURROUGHS.

THOMAS A. BEGLY, Esquire,  
Secretary of Public Works.

## No. 26.

|            |          | Amount paid Siros and Burroughs, to discharge claims for damages, Beauharnois Canal |    |         | £     | s.    | d. | £     | s. | d. |
|------------|----------|-------------------------------------------------------------------------------------|----|---------|-------|-------|----|-------|----|----|
|            |          | J. Burroughs, Commissioner                                                          |    |         | 30    | 0     | 0  | 25129 | 12 | 2  |
| February,  | 1858     | do                                                                                  | do | 46 days | 02    | 0     | 0  |       |    |    |
| June,      | do       | do                                                                                  | do | 22 do   | 44    | 0     | 0  |       |    |    |
| July,      | do       | do                                                                                  | do | do      | 80    | 0     | 0  |       |    |    |
| August,    | do       | do                                                                                  | do | 187 do  | 100   | 0     | 0  |       |    |    |
| October,   | do       | do                                                                                  | do | do      | 144   | 0     | 0  |       |    |    |
| January,   | 1854     | do                                                                                  | do | do      | 30    | 0     | 0  |       |    |    |
| February,  | do       | do                                                                                  | do | do      | 08    | 0     | 0  |       |    |    |
| May,       | do       | do                                                                                  | do | 40 do   | 00    | 0     | 0  |       |    |    |
| do,        | do       | do                                                                                  | do | do      | 00    | 0     | 0  |       |    |    |
| September, | do       | do                                                                                  | do | 120 do  | 108   | 0     | 0  |       |    |    |
| do,        | do       | do                                                                                  | do | do      | 00    | 0     | 0  |       |    |    |
| March,     | 1855     | do                                                                                  | do | 110 do  | 100   | 0     | 0  |       |    |    |
|            |          | Total, 438 days, at £2 per day                                                      |    |         | ..... | ..... | £  | 986   | 0  | 0  |
|            |          | A. B. Siros, Commissioner                                                           |    |         | 30    | 0     | 0  |       |    |    |
| February,  | 1858     | do                                                                                  | do | 46 days | 02    | 0     | 0  |       |    |    |
| June,      | do       | do                                                                                  | do | 22 do   | 44    | 0     | 0  |       |    |    |
| July,      | do       | do                                                                                  | do | do      | 30    | 0     | 0  |       |    |    |
| August,    | do       | do                                                                                  | do | 119 do  | 100   | 0     | 0  |       |    |    |
| October,   | do       | do                                                                                  | do | do      | 108   | 0     | 0  |       |    |    |
| January,   | 1854     | do                                                                                  | do | do      | 80    | 0     | 0  |       |    |    |
| February,  | do       | do                                                                                  | do | do      | 14    | 0     | 0  |       |    |    |
| May,       | do       | do                                                                                  | do | 22 do   | 60    | 0     | 0  |       |    |    |
| September, | May, do. | do                                                                                  | do | do      | 60    | 0     | 0  |       |    |    |
| September, | do       | do                                                                                  | do | 122 do  | 184   | 0     | 0  |       |    |    |
| do,        | do       | do                                                                                  | do | do      | 60    | 0     | 0  |       |    |    |
| March,     | do       | do                                                                                  | do | 86 do   | 112   | 0     | 0  |       |    |    |
|            |          | Total, 417 days, at £2 per day                                                      |    |         | ..... | ..... | £  | 834   | 0  | 0  |
|            |          | J. Burroughs, for services as Counsel                                               |    |         | ..... | ..... | £  | 37    | 10 | 0  |
|            |          | Travelling Expenses, Stationary, &c.                                                |    |         | ..... | ..... | £  | 89    | 13 | 1  |

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# RETURN

To AN ADDRESS from the Legislative Assembly of the 21st instant, for copy of all correspondence relating to the Seignioriy of Lanaudière, from the 1st of July 1853, to date of address.

By command,

GEO. ET. CARTIER,

Secretary.

Secretary's Office,

Quebec, 27th April, 1855.

*List of papers accompanying letter of this day to the Honorable the Provincial Secretary, asked for by Address of the Legislative Assembly, of the 21st instant.*

- Copy of letter to Mr. Dunn, 9th July, 1853.
- do. from do. 29th July, 1853.
- do. from Mr. Gerrard, 27th October, 1853, with copy of letter from Department annexed.
- do. to Mr. Gerrard, 4th November, 1853.
- do. from Mr. Andrews, 1st December, 1853, with copy of endorsed affidavit.
- do. to Mr. Andrews, 6th December, 1853.
- do. to Mr. Gerrard, 27th February, 1854.
- do. from Mr. Gerrard, 2nd March, 1854.
- do. to Mr. Gerrard, 8th March, 1854.
- do. to Mr. DeGrandpré, 14th March, 1854, with copy of plan therein referred to.
- do. from Mr. Gerrard, 9th June, 1854.

FELIX FORTIER,  
for the Com. of Crown Lands.

Crown Land Office,  
Quebec, 26th April, 1855.

(Copy.)

CROWN LANDS OFFICE,  
QUEBEC, 9th July, 1853.

SIR,—On the 20th December last, a letter was mailed to your address by the Honorable Commissioner of Crown Lands, containing proposals to compromise the difficulties existing between the Seignior of De Lanaudière and persons settled on lands supposed by them to belong to the Crown, to be accepted and ratified

within three months from the 14th of that month, which letter has remained unanswered, and I have now to request you to be kind enough to state at your earliest convenience if you received the same.

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

(Signed,) **FELIX FORTIER.**

Charles E. Dunn, Esquire,  
&c., &c., &c.  
Maskinongé.

(Copy.)

MASKINONGE, 29th July, 1853.

SIR,—Yours was received last night only, owing to my absence from town, and in reply I beg to say, that I did receive the communication therein referred to.

I have the honor to be,  
Very respectfully,  
Your obedient servant,

(Signed,) **CHS. E. DUNN.**

Felix Fortier, Esquire,  
Com. Crown Land Department,  
Quebec.

(Copy.)

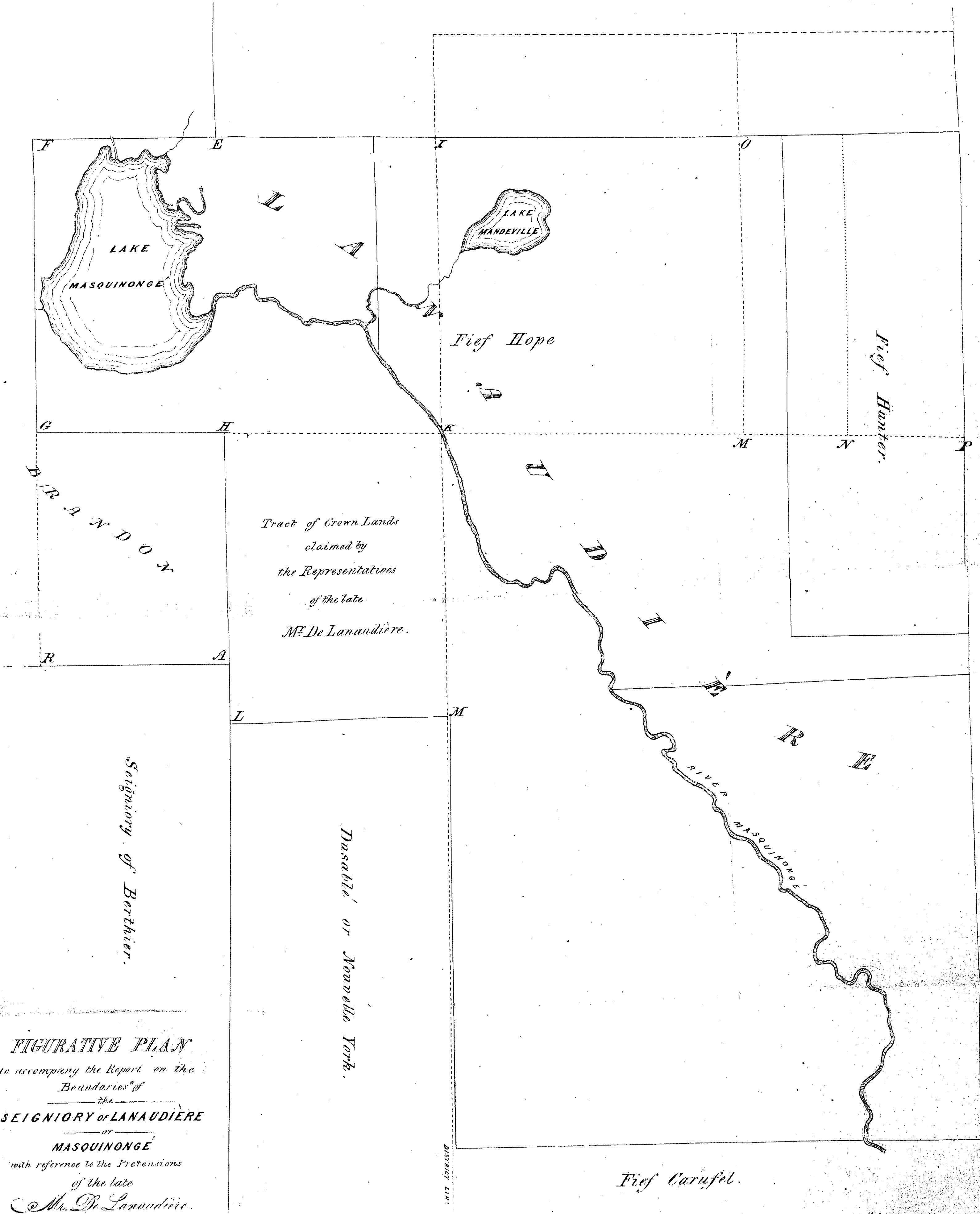
DEPARTMENT OF CROWN LANDS,  
QUEBEC, 20th December, 1852.

SIR,—With reference to your letter of the 2nd March, and petition of the 13th April last, praying remission of the *quint* due to the Crown upon the deed of purchase of the Seignior DeLanaudière, from Mr. Gerrard, dated the 16th March, 1848, and the deed of retrocession, you intend to make in his favour, I have the honor to state for your information that the same have lately been brought under the consideration of His Excellency the Governor General in Council, and that the Government with the view to bring to a speedy termination the difficulties existing between the Seignior of DeLanaudière, and the persons who have settled on lands supposed by them to belong to the Crown, have authorized me to enter into a compromise with the Seignior of DeLanaudière, on terms here below at length detailed.

I have further to add that unless the proposed settlement be agreed to and ratified by formal documents within three months from the 14th instant, no advantage shall accrue to the Seignior of DeLanaudière, from the below mentioned proposals, and in such case it is the determination of Government that the Honorable the Attorney General East, do proceed without further instructions to enforce the claim of the Crown upon all the lands in dispute.

*Terms of the compromise proposed to the Seignior of DeLanaudière, for his acceptance and ratification within three months from the 14th December, 1852.*

That the *quint* be remitted upon Dunn's purchase, and also upon the proposed retrocession by that gentleman to Mr. Gerarrd, provided the Seignior of DeLanaudière do pay up all other arrears which may be due, and renounce all claim



*FIGURATIVE PLAN*  
 to accompany the Report on the  
 Boundaries of  
 the  
**SEIGNIORY of LANAUDIERE**  
 or  
**MASQUINONGE**  
 with reference to the Pretensions  
 of the late  
*M<sup>r</sup>. De Lanaudiere.*

*Fief St. Jean*

*Fief Hunter.*

*Fief Hope*

*Fief Carufel.*

*Tract of Crown Lands  
 claimed by  
 the Representatives  
 of the late  
 M<sup>r</sup>. De Lanaudiere.*

*Seigniorie of Berthier.*

*Dusable' or Nouvelle York.*

*BIRANDON*

*DISTRICT LINE*

to the tract of land indicated in the accompanying copy of a figurative plan or diagram by the letters L. M. H. K., and that the conditions attached to the recognition of the right of the Seigneur, to the tract lying around and between the two lakes shall be the following :

1st. That he do renounce the right of claiming commutation under the Imperial Acts 3 Geo. IV, cap. 119, and 6 Geo. IV, chap. 59, in respect of all the un-conceded lands of the Seigniory.

2nd. That in conceding lands in that part of the Seigniory, no conditions shall be imposed upon the *cessitaires*, other than the following : I. The obligation to keep house and home (*feu and lieu*) on the land conceded. II. That of surveying and bounding the land conceded at the expense of the *cessionnaire*. III. That of paying an annual rent (*redevance*) which shall not exceed the sum of two pence currency, for each superficial arpent of the land conceded, and if the customary rents are now below the said rate, shall not exceed the highest annual rent stipulated or payable in said Seigniory. IV. That of exhibiting deeds of acquisition, executing new deeds (*titre nouveaux*) and paying mutation fines (*lods et ventes*) according to law. V. That of grinding at the Banal mill, the grain grown on the conceded lands, and intended for the use of the family or families occupying the same. VI. The right of the Seigneur to take back (*retraire*) the land conceded, in all cases of fraudulent sales or mutations made with a view to defraud such Seigneur, or in such manner as to deprive him of the whole or part of the *lods et ventes* or other just rights. VII. The right of the Seigneur to take back in any part of his *cessive*, and as often as the case may happen, a parcel of land for the construction of a banal mill and its dependencies, not exceeding six superficial arpents, on payment by him to the proprietor, of the value of the land and expenses.

And 3rd. That in collecting arrears in that part of the Seigniory, the Seigneur shall not claim rents higher than two-pence per arpent, and shall facilitate the payment of all such arrears as may extend over a period exceeding five years, by dividing the same into at least four instalments, payable annually.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,)

JOHN ROLPH,  
Commissioner of Crown Lands.

Charles E. Dunn, Esquire,  
&c., &c., &c.  
Maskinongé.

(Copy.)

MONTREAL, 27th October, 1853.

SIR,—Mr. Dunn has communicated to me a letter from the Commissioner of Crown Lands, dated 20th December last, in reply to his letter of the 13th April, praying the remission of the *quint*, stated to be due to the Crown upon a sale made to him of the Seigniory De Lanaudière, and other property specified in the deed of sale, and in the deed of retrocession, which he proposed to make in my favor.

The conditions on which the Commissioner of Crown Lands is disposed to grant Mr. Dunn's request, are so onerous and so injurious to me that I hope to be excused, if I offer a brief explanation of several particulars connected with the sale to Mr. Dunn, that he was not cognizant of when he wrote his letter.

By a deed of assignment dated the twenty-first of June, 1841, the late Honorable Toussaint Pothier, made over the whole of his property to Samuel Gerrard, James Logan and Tancrede Boutillier, for the benefit of his creditors, but Mr. Boutillier having declined the trust, it devolved on S. Gerrard and James Logan, who were his principal creditors.

Mr. Pothier estimated his debts at £48,132 11s. 9d., and his assets consisted of the fief LaGauchetière, worth about £16,000, and the property for which Mr. Dunn undertook to pay £13,000. Early in the year 1842, the trustees entered into a correspondence with Richard Brown, of London, respecting the sale to him of the Seigniorie DeLanaudière, and Fief Carufel, and they eventually agreed to convey them to him by a Sheriff's title for £30,000, free of all incumbrances.

To accomplish their part of the agreement, a suit was instituted against Mr. Pothier, by S. Gerrard, who advanced out of his own funds the sum required by the Sheriff, and it was agreed between the trustees that the title should be made out in his name, but with the express understanding that it was for the sole purpose of fulfilling their agreement with Mr. Brown, as soon as the Trustees were possessed of the Sheriff's title, they notified it to Mr. Brown, and informed him that they were prepared to complete their agreement, but before their letter reached him the Company for which he acted had been broken up, and he was insolvent.

Previous to the adoption of these measures, the Trustees took the best legal advice they could obtain (particularly of the late Alexander Buchanan, Esquire, as to the liability of Mr. Pothier's estate to the payment of a *quint* to the Crown by reason of their taking the Sheriff's title in the name of S. Gerrard, instead of both their names as Trustees, and were informed that as the property would thereby undergo *no alienation*, the Crown could have no claim on them.

From the month of November, 1842, when the sale to Mr. Brown was attempted until March, 1848, the Trustees tried in vain to dispose of the property, but towards the latter period Mr. Dunn proposed to purchase it for £13,000 which they were advised to accept.

I considered it of so much importance to arrest the spoliation that was making of the timber on the Seigniorie, and get relief from the charge of agency, and other endless expenses, which absorbed the whole revenue of the estate that I consented to exonerate my co-trustee from his share of the loss that had been incurred if he would accept Mr. Dunn's offer. He did so and S. Gerrard and James Logan, in their quality of Trustees, and (at the solicitation of Mrs. Dunn,) in their individual names conveyed the property to him, as appears by a deed passed between them before Lacoste and Weekes, public Notaries, dated the 16th March, 1848. For the performance of the agreement on his part, Mr. Dunn mortgaged his mills and landed property at Maskinongé, which the Crown can make available for the discharge of the *quint* or any other claim it may have on him; but I can derive no indemnity from it for my losses, as I find that he has given prior mortgages to mine for more than the property was worth.

He is now about selling it.

My solicitude to benefit Mr. Pothier's estate, has unfortunately involved me in difficulties and losses almost unprecedented.

I was obliged to advance £12,000 for the purpose of carrying out the agreement with Mr. Brown, of which as well as £8,000 for interest now due me thereon, no part has been repaid me. I have also advanced upwards of £1,000, to pay insurance of the premises from fire and other inevitable expenses, which, as well as £6000 owing to me by Mr. Pothier's estate, I can never recover. In addition to these losses I apprehend, that for the public benefit the Seigniorial tenure will soon be modified or abolished, so as to affect and reduce in value that description of property.

Rather than continue to be exposed to such an accumulation of losses, I am willing to make over to the Crown the whole of my right and claim on the property sold to Mr. Dunn, for £12,000 payable in Government Debentures, bearing interest at six per cent per annum, and redeemable in fifteen or twenty years.

By such an arrangement I shall lose £8,000, due on my advances to effect a sale to Mr. Brown, £5000 due to me by Mr. Dunn, who has never paid me one shilling on his purchase, and £6000 owing to me by Mr. Pothier's estate.

On the other hand the Crown can sustain no loss, for should the offer I have made not be acceptable, I will dispose of the property as soon as I can meet with an eligible purchaser, whereby the Crown will be indemnified for the *quint* on the merely nominal sale to Mr. Dunn.

I therefore humbly hope that in consideration of the heavy losses I have sustained, and those which I apprehend from the change of the Seigniorial tenure, Her Majesty's Government will in its wonted justice and benevolence grant the prayer of Mr. Dunn, and authorise him to retrocede my property to me, free of any charge and incumbrance.

I have the honor to be,  
Sir,  
Your most obedient servant,

(Signed,) S. GERRARD.

Hon. A. N. Morin, Esquire,  
Commissioner of Crown Lands,  
Quebec.

(Copy.)

CROWN LANDS OFFICE,  
QUEBEC, 4th November, 1853.

SIR,—I have the honor to acknowledge the receipt of your letter of the 27th ultimo, on the subject of a remission of *quint* due upon the Seignior of DeLanaudière, and beg to state that the same will be taken into consideration at the earliest possible day.

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

(Signed,) FELIX FORTIER,  
for the Com. of Crown Lands.

Samuel Gerrard, Esquire,  
&c., &c., &c.  
Montreal.

(Copy.)

MONTREAL, 31st October, 1842.

DEAR SIR,—As you propose attending the sale of the *fief* Marianne, and the Seignior of DeLanaudière, and will be at Three Rivers before us, we request that should any accident prevent our being present on the occasion, you will buy them in, in the name of Mr. Gerrard, but in our behalf, and in order to enable us to complete our arrangement with Sir Richard Brown.



We suggest the propriety of agreeing with the Sheriff for a fixed reasonable sum for his commission, should there be any probability of their being run up to a high price, by the heirs of Fortier's estate, or any interested person privy to an agreement with Sir Richard.

We are,  
Sir,  
Your very obedient servants,

(Signed,) S. GERRARD,  
" JAS. LOGAN,  
Trustees.

H. O. Andrews, Esquire.

Henry Ogden Andrews, of the City of Montreal, in the Province of Canada, Advocate, having been duly sworn, deposes and saith : That the foregoing letter or authority is a true and exact copy of the original thereof in his possession, signed by Samuel Gerrard and James Logan, Esquires, as Trustees of the estate, and property of Toussaint Pothier, Esquire, and delivered to this deponent at the time of the date thereof. That in pursuance of the said letter or authority to this deponent to act on the behalf of the said Trustees as therein mentioned. This deponent did proceed to Three Rivers the day following the delivery thereof, to be present at the sale of the said fief Marianne, also called Carufel and Seigniory of DeLanaudière which were advertised by the Sheriff of the District of Three Rivers to be sold at his office in the Town of Three Rivers, on the third day of November, one thousand eight hundred and forty two, and in the absence of the said Trustees, to purchase in the name of the said Samuel Gerrard, but on the behalf of the said Trustees as is mentioned in the said letter or authority, both the said two fiefs and Seigniories in order to enable the said Trustees to complete their agreement with the said Sir Richard Brown, that is to say ; a certain agreement made and entered into between the said Samuel Gerrard and James Logan, in their capacities of Trustees to the said Sir Richard Brown, of London, therein mentioned and named, and with the contents of which said agreement, this deponent is fully acquainted, having prepared the same in his professional capacity of an advocate, the said agreement having for its object, among other things, the purchase of the said two properties by the said Sir Richard Brown, and it was understood that the said Samuel Gerrard, should become the purchaser of the said two properties at the said sale in order to free and clear the same from all incumbrances, and further to convey the same and grant to the said Sir Richard Brown, the best title that could be made and given for the same, and with that view the said Samuel Gerrard, caused the said two properties to be seized and taken in execution, at his own suit, to enable him to purchase in the same, in order to carry out the said agreement with the said Sir Richard Brown.

That the said Samuel Gerrard and James Logan, Trustees as aforesaid, together with one John B. Forsyth, then at Montreal, Esquire, arrived together at Three Rivers on the morning of the day fixed by the said Sheriff for the sale of the said fief Marianne, and Seigniory of DeLanaudière, and attended at the Sheriff's office at Three Rivers aforesaid, the sale of the said two properties, and then and there the said Samuel Gerrard, bought in in his own individual name the said two properties, but for and on behalf and for the benefit of the creditors generally of the said Toussaint Pothier, and to enable him to carry out the said agreement with the said Sir Richard Brown as aforesaid.

That after the said sale, the said Samuel Gerrard and James Logan, gave their promissory note signed by each of them individually, and not by the said Samuel Gerrard alone, to the said Sheriff of Three Rivers, for the amount of the purchase

money of the said two properties at the sale thereof as aforesaid, and the said John B. Forsyth, also signed the same by way of additional security to the said Sheriff for the payment of the same, which said note is as follows :

“ Eighteen months after date we promise to pay to Isaac G. Ogden, Esquire, eleven thousand three hundred and ninety-four pounds fourteen shillings and six pence currency, value received, with interest at 3 per cent. till paid.”

(Signed,)

S. GERRARD,  
JAS. LOGAN,  
J. B. FORSYTH.

Three Rivers, 3rd November, 1842.

£11,394 14s. 6d., currency.

“ The above is a copy of a note given to the Sheriff of Three Rivers, to pay for the *fief* Carufel and the Seigniory DeLanaudière, purchased in the name of S. Gerrard, (to whom deeds have been given by the Sheriff) to complete the agreement between the Trustees of the estate of T. Pothier, and Sir Richard Brown.”

(Signed,)

S. GERRARD,  
JAS. LOGAN.

And this deponent further saith, that the said memorandum or paper writing contained below, a copy of the said promissory note, so given to the said Sheriff of Three Rivers, was written by the said James Logan, at the time of the making and signing of the said note, and was signed by the said Samuel Gerrard and James Logan, in the presence of this deponent at Three Rivers aforesaid, which said note and memorandum signed by the said Samuel Gerrard and James Logan as aforesaid, are now in the possession of this deponent.

And this deponent further saith, that the said memorandum or writing was written or signed by the said Samuel Gerrard and James Logan, for the sole purpose of shewing that although the said two properties had been bought in the name of the said Samuel Gerrard, that he the said Samuel Gerrard, had no individual right or interest therein, and that the same still belonged to the said Trustees, and was purchased by the said Samuel Gerrard merely to complete the said agreement with the said Sir Richard Brown, and as is mentioned in the said memorandum.

And this deponent further saith, that after the sale of the *fief* Marianne, and the Seigniory of DeLanaudière, and purchase thereof in manner aforesaid, in order to carry out and fulfil the said agreement between the said Samuel Gerrard and James Logan, Trustees as aforesaid with the said Sir Richard Brown, that this deponent in his capacity of advocate, prepared the deed of sale of the said two properties, and all other documents incident thereto, to convey the said *fief* Marianne and Seigniory of DeLanaudière to the said Sir Richard Brown, and which was never completed by reason of the insolvency of the said Sir Richard Brown, and his associates, acting in the name of the said Brown as their representative.

And this deponent further saith, that the said agreement so made and entered into between the said Samuel Gerrard and James Logan, in the said capacity of Trustees, and the said Sir Richard Brown, had for its object the benefit of the creditors generally of the said Toussaint Pothier, of which the said Samuel Gerrard was the largest. And that all the matters contemplated by the said agreement and which took place subsequent thereto, and in consequence thereof, and more particularly the sale of the said two properties and the purchase thereof by the said Samuel Gerrard, were made in pursuance of the said agreement, and to

carry out the same with the said Sir Richard Brown, and for the benefit of the estate of the said Toussaint Pothier and its creditors, and for no other cause whatever, as this deponent verily believes.

(Signed,)

HY. O. ANDREWS.

Sworn before me at the said City of Montreal, this 30th day of November, in the year of our Lord one thousand eight hundred and fifty-three.

(Signed,)

J. BELLE,  
Justice of Peace.

(Copy.)

MONTREAL, 1st December, 1853.

SIR,—At Mr. Gerrards' request I prepared and have now the honor to enclose an affidavit of circumstances attendant on the purchase, in his name at Sheriff's sale of the *fief* Marianne or Carufel, and the Seigniorship of DeLanaudière, and which it is to be observed, was for the sole purpose of completing an agreement made by Mr. Gerrard and Mr. Logan, in their capacities of Trustees, with Sir Richard Brown, of London, and to carry the same into effect the properties were bought in, in Mr. Gerrard's name.

The agreement with Sir Richard Brown, not having been confirmed no mutation of proprietor of the *fief* and of the Seigniorship has been operated, such as to give rise to *quint* on Mr. Gerrard's purchase, and which was made for the benefit of Mr. Pothier's estate, and for the interest of his creditors generally, and more particularly as Mr. Gerrard in his capacity of co-trustee with Mr. Logan, was even at the time of the purchase at Sheriff's sale, already in possession of the properties bought in by him, under Mr. Pothier's trust deed to them, and the Trustees never having completed a sale to Sir Richard Brown, or parted with the ownership of the said two properties, but still kept possession of the same, no *quint* could possibly ensue.

At the time the agreement with Sir Richard Brown was prepared, the late Alexander Buchanan, Q. C., was consulted as to the possibility of such a construction being placed on the transactions, and that gentleman invariably expressed an opinion adverse to the presumption of *quint* being exacted by reason of these proceedings.

It might here be observed that Mr. Gerrard, so far from having any personal or private right in these properties, has never even visited them since the purchase above mentioned, and his knowledge respecting them is derived from communication.

As to the conveyance by the Trustees to Mr. Dunn, in the stead of Sir Richard Brown, it is true that Mr. Dunn took possession of the properties, and has since by promising deed of retrocession, based on the ground of his not having paid any part or portion of his purchase money, and his total inability to do so, placed the Trustees again in possession of these properties; but when it is remarked that no part whatever of the purchase was or has ever been paid by Mr. Dunn, it might be deemed a want of consideration on the part of the Crown, were it to insist on the payment of a claim in the nature of *quint*, even if it were beyond doubt a question. I humbly apprehend in this instance far from being clear, but as it is Mr. Gerrard's intention to dispose of these properties so soon as possible, and in order to facilitate such a proceeding, it is necessary that he should be acquainted as early as convenient with the views the Government entertain on the letter lately addressed by Mr. Gerrard to you as Commissioner of Crown Lands, to enable Mr. Gerrard to act accordingly. One offer has recently been made to Mr. Gerrard, through me, for the purchase of the properties, and

which was dependent upon the release by the Crown of all claim and pretension to *quint* upon the same, and another proposal for purchase is now in perspective, dependent upon the views the Crown may take in these matters and which if favorable to Mr. Gerrard's interest will lead to an immediate sale of the properties, and consequently give risk unquestionably to a right of *quint* in favor of the Crown by reason of the same.

I have the honor to be,  
Sir,  
Your very obedient servant,

(Signed,) HY. O. ANDREWS.

The Hon. A. N. Morin,  
Com. of Crown Lands,  
&c., &c., &c.  
Quebec.

(Copy.)

CROWN LANDS OFFICE,  
QUEBEC, 6th December, 1853.

SIR,—I have the honor to acknowledge the receipt of your letter of the 1st instant, with the affidavit and copy of letter accompanying the same, on the subject of an application by Samuel Gerrard, Esquire, for a reconsideration of the prayer for a remission of certain *quint* upon the Seigniority of DeLanaudière, and beg to inform you that these documents will receive due attention when Mr. Gerrard's letter is taken into consideration, which will be, as he has been informed, at the earliest possible day.

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

(Signed,) FELIX FORTIER,  
for the Com. of Crown Lands.

H. O. Andrews, Esquire,  
Advocate,  
Montreal.

(Copy.)

CROWN LANDS OFFICE,  
QUEBEC, 27th February, 1854.

SIR,—With reference to your letter of the 27th October last, I have the honor to inform you, that the same has been submitted for the consideration of Government, and that the following amendments to the conditions already proposed for the settlement of the pending difficulties with respect to the Seigniority of DeLanaudière have been allowed.

That no *quint* be claimed on the purchase made by you in 1842, that the *quint* on the purchase by Mr. Dunn, and on the proposed retrocession by him to you be remitted.

That you do renounce all claim to the tract indicated by the letters L. M. H. K., in the diagram made by this Department, a copy of which was furnished by Mr. Dunn, in December, 1852, and all claim for arrears due on the tract lying around the large lake Maskinongé, and between the two lakes beyond the year

1848, and that the conditions attached to the recognition of the right of the Seigneur of DeLanaudière to the tract lying around and between the two lakes shall be the following ;

That in conceding lands in that part of the Seigniori no conditions shall be imposed upon the  *censitaires*  other than the following :

I. The obligation to keep house and home on the land conceded.

II. That of surveying and bounding the land conceded at the expense of the  *concessionnaire* .

III. That of paying an annual rent ( *redevance* ) which shall not in any case exceed the sum of two pence currency, for each superficial arpent of the land conceded, and if the customary rents are now below the said rates, shall not exceed the highest annual rent stipulated or payable in the said Seigniori, and of stipulating for the payment of arrears at the same rates not extending to an earlier period than the 1st of January, 1848.

IV. That of exhibiting deeds of requisitions executing new title deeds, ( *titre nouveaux,* ) and paying mutation fines, ( *lods et ventes* ) according to law.

V. That of grinding at the banal mill the grain grown on the conceded lands and intended for the use of the family or families occupying the same.

VI. The right of the Seigneur to take back ( *retirer* ) the land conceded, in all cases of fraudulent sales or mutations made with a view to defraud such Seigneur or in such manner as to deprive him of the whole or part of the  *lods et ventes* , or other just rights.

VII. The right of the Seigneur to take in any part of his  *censive*  and as often as the case may happen a parcel of land for the construction of a banal mill and its dependencies, not exceeding six superficial arpents, on payment by him to the proprietor of the value of the land and expenses.

The Crown in its part will undertake to maintain the  *censitaires*  in possession of such lands as may have been conceded in the tract to be surrendered by you, and you will be required to abandon and transfer to the Crown all claims for arrears due thereon, the Crown renouncing all claim against you and your predecessor for issues and profits during the time of your possession.

I have therefore to desire you will please state at your earliest convenience whether you accept of these terms.

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

(Signed,)

A. N. MORIN,  
Com. of Crown Lands.

Samuel Gerrard, Esquire,  
&c., &c., &c., Montreal.

(Copy.)

MONTREAL, 2nd March, 1854.

SIR,—I have the honor to acknowledge the receipt of your communication of the 27th ultimo, regarding the settlement of the difficulty relative to the Seigniori of DeLanaudière, and in reply beg leave to state that I will accede to the conditions contained in that document.

I have the honor to be, Sir,  
Your very obedient servant,

(Signed,)

S. GERRARD.

the Hon. A. N. Morin,  
Commissioner of Crown Lands,  
&c., &c., &c., Quebec.

(Copy.)

CROWN LANDS DEPARTMENT  
QUÉBEC, 8th March, 1855.

Sir,—I am in the receipt of your letter of the 2nd instaut, so soon as you will have informed this Department of the retrocession from Mr. Dunn having been completed, the requisite steps will be taken for carrying into effect the proposed arrangement.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,)

A. N. MORIN,  
Com. of Crown Lands.Samuel Gerrard, Esquire,  
&c., &c., &c.  
Montreal.

(Copy.)

CROWN LANDS OFFICE,  
QUEBEC, 14th March, 1854.

Sir,—I have the honor to inform you in answer to the various petitions that you have submitted to me, bearing date respectively, 1st May, 1851, 7th and 27th February, and 11th May, 1852, on the part of certain inhabitants of Brandon, Ste. Ursule en Ruisseau Plate and the vicinity of Lake Mandeville, that the Government have lately taken their applications into consideration, and also the representations made by the former and present Seigniors of the Seigniorie of Lanaudière, and the following arrangements have been come to between the Seignior and the Crown :

The Seignior renounces all claim to the tract of land designated by the letters L. M. H. K. upon the plan executed by this Department, in the month of June, 1852, a copy whereof is hereby annexed, and also to all arrears due prior to 1848, upon the lands surrounding the Great Lake Maskinongé and also the lands situate between the two lakes.

The rights of the Seignior of Lanaudière to the tract of land hereinabove referred to, has been acknowledged by this Department, subject to the condition, that in the Concession Deeds of the said lands no obligations and charges other than the following shall be imposed upon the censitaires, viz :

1st. The keeping house and home upon the land conceded.

2nd. Of causing the lands conceded to be surveyed within it and the boundaries defined, at the expense of the concedee.

3rd. Of paying an annual rent (which shall not in any case exceed the sum of two pence currency) for every arpent in superficies of land conceded and if the ordinary rents due to the said Seigniorie are now below the said sum, then the said rent shall not exceed the highest annual rent, stipulated or payable in the said Seigniorie, but the Seignior shall not be entitled to stipulate for or demand payment of the arrears anterior to 1st January, 1848.

4th. Of exhibiting titles and executing new titles, (*titres nouvelles*) and of paying the *lods et ventes* in conformity with the law.

5th. To grind at the banal mill the grain produced by the conceded lands and destined for the use of the family or families occupying the said lands.

The Seignior shall be entitled to re-assume (*retraitre*) the land conceded in all cases of fraudulent sales or of mutations effected with the view of defrauding the Seignior or of causing him to lose the *lods et ventes* and other just views either wholly or partially.

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7th. The Seigneur shall be entitled to take, whenever the case may present itself, a strip of land in any part of the Seignior for the erection of a banal mill and its dependencies, not exceeding six arpents in superficies, upon payment by him to the proprietor of the value of the said land and his just costs.

With respect to the persons in possession, in virtue of titles as censitaires, of land forming part of the tract marked out on the said plan by the letters L. M. H. K. their possession shall be maintained by the Crown, to whom the Seigneur of Lanaudière will have to abandon and transfer all arrears at present due.

You will have the goodness to communicate to the parties interested the result of their applications to the Government, in order that they may be exactly informed of their present position as regards both the Seigneur of Lanaudière and the Crown.

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

(Signed,) A. N. MORIN,  
Commissoner of Crown Lands.

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MONTREAL, 9th June, 1854.

SIR,—I beg leave to enclose a Notarial copy of a deed of retrocession of the *Fief Marie Anne* and Seignior of DeLanaudière and premises therein mentioned from Mr. C. E. Dunn to me, according to the contents of your communication of the 8th March last, now forward it, in order to carry into effect the proposed arrangement, as contemplated by your previous letter of the 27th February, 1854.

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

(Signed,) S. GERRARD.

The Honble. A. N. Morin, Esq.,  
Commissioner of Crown Lands,  
Quebec.

# REPORT AND PROCEEDINGS

OF THE

## SELECT COMMITTEE

ON

# CHARGES

## AGAINST THE LATE ADMINISTRATION.

~~~~~  
Printed by Order of the Legislative Assembly.
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QUEBEC:

PRINTED BY LOVELL & LAMOUREUX, AT THEIR STEAM-PRINTING ESTABLISHMENT,  
12 MOUNTAIN STREET.

1855.



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## ORDER OF REFERENCE.

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LEGISLATIVE ASSEMBLY,

*Thursday, 12th October, 1854.*

*Resolved*,—That a Committee of seven Members be appointed, for the purpose of investigating all charges preferred, or alleged, in this House or elsewhere, respecting the dealing of any Member or Members of the late Administration, in the purchase of public lands, in the traffic or purchase of Provincial, Municipal, or other public securities or stocks, or of stocks in Railways, in the construction of Public works, either Foreign or Provincial, and respecting any other charges of official misconduct whatever against them, or any of them, to report thereon with all convenient speed; with power to send for persons, papers and records.

*Ordered*,—That Mr. Solicitor General *Smith*, Mr. *Smith* of Northumberland, Honorable Mr. *Robinson*, Mr. *Lemieux*, Mr. *Dorion* of Montreal, Mr. *Crawford*, and Mr. *Brown*, do compose the said Committee.

Attest,

W. B. LINDSAY,  
Clerk Assembly.

*Thursday, 26th Oct., 1854.*

*Ordered*,—That the Return relative to the Seignory of Lauzon, which was presented on the tenth October instant, be referred to the said Committee.

*Ordered*,—That the Return relative to the case in Chancery, of the City of Toronto, against Bowes, which was presented this day, be referred to the said Committee.

*Friday, 27th Oct., 1854.*

*Ordered*,—That the Return relative to Crown property at Point Levi, which was presented this day, be referred to the said Committee.

*Monday, 12th March, 1855.*

*Ordered*,—That Mr. *Loranger* be added to the Committee in the place of Mr. *Lemieux*, who has ceased to be a Member of the said Committee, since he vacated his seat by accepting office.

*Monday, 19th March, 1855.*

*Ordered*,—That the Return relative to a Post Office in the City of Hamilton, presented this day, be referred to the said Committee.

*Wednesday, 21st March, 1855.*

*Ordered*,—That the Return relative to Debentures sold for the Montreal Court House, be referred to the said Committee.

*Tuesday, 17th April, 1855.*

*Ordered*,—That the Return relative to the Ontario, Simcoe and Huron Railway Company, be referred to the said Committee.

*Monday, 23rd April, 1855.*

*Ordered*,—That the Return relative to the sale of the Grey Nuns' property, at Montreal, near Victoria Bridge, be referred to the said Committee.

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## REPORT.

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The Committee appointed by Your Honorable House, on the *twelfth* of October last, for the purpose of investigating all charges preferred or alleged in that House, or elsewhere, respecting the dealings of any Member or Members of the late Administration, in the purchase of public lands, in the traffic or purchase of Provincial, Municipal, or other public securities or stocks, or of stocks in Railways, in the construction of Public works, either Foreign or Provincial, and respecting any other charge of official misconduct whatever, against them, or any of them,

### BEG LEAVE TO REPORT :

That they have adopted the following Resolutions, which they respectfully submit to Your Honorable House :

*1st, Resolved*,—That, by the evidence taken before this Committee, it is shewn that certain Members of the late Administration have been interested in the purchase of public lands and securities, in the same manner as other individuals in the community and Members of former Administrations.

*2nd, Resolved*,—That this Committee, during the course of its protracted investigations of the matters referred to them, have received no evidence which, in their opinion, sustains a charge of corruption against any Member of the late Administration.

*3rd, Resolved*,—That this Committee desires to express its astonishment that, after the circulation of so many charges of corruption against Members of the late Administration, and after so long an investigation, no person has appeared before this Committee, either to advance any such charge or offer evidence in support thereof, and this Committee has been compelled to depend, entirely, upon its own exertions in obtaining information and evidence in respect of the charges investigated.

Your Committee have also respectfully to submit the minutes of evidence taken before them, together with such documents and papers as your Committee deemed necessary, and have reference to the charges investigated.

All which is, nevertheless, respectfully submitted.

SIDNEY SMITH,

Chairman.

Committee Room,  
Legislative Assembly,  
30th April, 1855.

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## PROCEEDINGS AND MINUTES OF EVIDENCE.

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COMMITTEE ROOM, *Monday, 23rd October, 1854.*

IN COMMITTEE ON THE ANNEXED ORDER OF REFERENCE.

MEMBERS PRESENT :

MR. DORION, (Montreal,)  
 MR. LEMIEUX,  
 HON. MR. ROBINSON,  
 MR. Solicitor General SMITH,  
 MR. SMITH, (Northumberland.)

Read the Order of Reference.

On motion of Hon. Mr. *Robinson*, seconded by Mr. *Lemieux*,

Mr. *Smith* (of Northumberland) was called to the Chair.

On motion of Mr. Solicitor General *Smith*,

*Ordered*,—That the Chairman do move in the House for a message to the honorable the Legislative Council, requesting the attendance of the Honorable *ssrs. Ross, Morris (James), and Mills*, before the Committee, to be examined on subject of the reference.

The Committee then adjourned to the call of the Chair.

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*Thursday, 26th October, 1854.*

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman,  
 MR. BROWN,  
 MR. CRAWFORD,  
 MR. DORION, (Montreal,)  
 MR. LEMIEUX,  
 HON. MR. ROBINSON,  
 MR. Solicitor General SMITH.

*Moses H. Purley*, Esquire, Examined :

1.—Hon. Mr. *Hincks*.]—ARE you not an Agent for the sale of Crown Lands for the Government of the Province of New Brunswick?—I have acted for two years as local Deputy for the sale of Crown Lands in the County of St. John, New Brunswick. As Emigration Officer for the Province, I am much connected with the disposal of Crown Lands in the whole country.

2.—Can you state to the Committee whether it has been the practice, in New Brunswick, for Executive Councillors to purchase Crown lands on the same condition as the public at large?—It always has been customary for Executive Councillors to purchase as they please. The largest purchases of timber berths made for several years was made by Executive Councillors.

3.—Chairman.]—HAVE you ever heard the propriety of the practice questioned?—I never heard it questioned with regard to the absolute purchase of lands, and only on one occasion with reference to timber berths, when the quantity was supposed to be too large for one individual.

4.—Mr. *Brown*.]—HAVE you, in New Brunswick, a general system for the sale of Crown Lands; if so, describe it?—We have a general system; there is a local Deputy in each County in New Brunswick for the sale of Crown Lands; the sales by public auction take place on the first Tuesday in each month, at an upset price, the lands being previously advertised in the Royal Gazette for thirty days.

5.—Was it of these sales you have spoken in your previous evidence?—Yes, there is no other mode of obtaining Crown Lands in New Brunswick except at these sales, and in the case of poor settlers.

6.—Do the Members of the Executive Council exercise any official influence over the time or mode of these sales?—The sales are appointed by law—the Executive have no influence over the time and mode of selling, but they fix the quantities and upset prices. Timber berths are sold only at Fredericton at the Crown Lands Office.

7.—Do they fix the upset price, or the time of sale of any special property, or are these regulations general, applying to all the Crown Lands?—They do, when property is sold specially, they fix the time and upset price, by a special Order in Council, for improved property.

8.—Do special sales of Crown properties often occur, and how frequently?—More or less every season, perhaps two or three a year. Sales of town lots, especially, take place almost every month.

9.—Do these special sales apply entirely to town lots, and do these sales take place at the regular monthly sales?—There are sometimes special sales of improved property, besides the monthly sales—more especially as regards Indian lands.

10.—Have the Executive the uncontrolled power of fixing the upset price of properties sold at these special sales?—They have that power, and exercise it.

11.—Mr. *Dorion*.]—IS there any general rule requiring some previous valuation in order that the Executive Council should fix the upset prices of sales of public lands?—There is no general rule, but occasionally the Executive call for reports of valuation to guide them.

12.—By whom are these reports made?—Sometimes by the Surveyor General, and at other times by Special Commissioners or other parties.

13.—Mr. *Brown*.]—HAVE you ever known a Member of the Executive to purchase at any such special sales a property which he had so specially ordered to be sold, and of which he had fixed the upset price?—I have.

14.—Will you be good enough to name any such instances that have come within your knowledge?—I especially remember sales of improved Indian lands and fishing lots, particularly Caraqueet Island, purchased by the Hon. Joseph Cunard, an Executive Councillor, about seven or eight years ago.

15.—Do you recollect any other such cases?—I cannot undertake to designate special cases without reference. Executive Councillors purchase at general or special sales, as they please.

*Ordered*,—That the Clerk do summon Sir C. P. Roney, Kt., to appear before the Committee on Saturday next, at 10 o'clock, A. M.

Adjourned until Saturday at 10 o'clock.

*Grand Trunk Railway Stock.*

*Saturday, 28th October, 1854.*

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman,

MR. BROWN,

MR. CRAWFORD,

MR. DORION, (Montreal,)

HON. MR. ROBINSON.

The Honorable *John Ross*, Speaker of the Legislative Council, Examined :

16.—Mr. Solicitor General *Smilh.*]—HAVE you in your possession the original list or a copy of the names of Stockholders in the Grand Trunk Railway Company ; if so, can you produce it?—I am President of the Grand Trunk Railway Company, and I produce copies of the several lists of the Shareholders of the original Stock.

17.—Mr. *Brown.*]—AT what place was the original allocation of the Grand Trunk Stock conducted?—I was not present at the allotment, but I believe it took place in a room in the Counting House of Messrs. Baring, Brothers & Co., Bishops-gate Street, London.

18.—By whose instruction was the distribution carried out?—The distribution was carried out under the superintendence of Messrs. Baring, Glyn, Thompson, Blake, Hodgson and McCalmont, the English section of the Board of Directors. There are in London six Directors, two of them, Messrs. Baring and Glyn, are Government Directors, and the other four Shareholder Directors. The provisions of the different Acts of Incorporation forming the different Companies before they were amalgamated, and the amalgamating Acts providing for the amalgamation and authorizing, contemplated the Board of eighteen Directors to manage the affairs of the amalgamated Companies. The Government have the appointment of six out of eighteen, and the Shareholders the remaining twelve. By the provisions of the amalgamation Acts the Shareholders have the right to agree upon the twelve Directors, which was done at the time of the amalgamation, by those representing the several Companies amalgamated. The Grand Trunk Acts authorise the appointment of one-third of the Directors out of the Province.

19.—How were these English Directors appointed?—Four were appointed by the amalgamated Companies, and two by the Government. It took place in London by persons acting under power of Attorney. I acted for the Grand Trunk Railway Company of Canada, proper, (the Original Company from Montreal to Toronto,) alone, and for the Grand Trunk East, in connection with J. B. Forsyth and W. Rhodes, Esquires ; and by myself for the Grand Junction. A. T. Galt, Esq., represented the St. Lawrence and Atlantic Road, and the Toronto, Guelph and Sarnia. The bulk of the Quebec and Richmond Stock is held in London, and the persons holding it were represented there — Henry Chapman of Liverpool, William Chapman of London, John Chapman, Samuel Morton Peto, William

Jackson, George Pemberton, J. B. Forsyth, William Rhodes, were all there, and were parties consenting. I state these names as Shareholders of the Quebec and Richmond Railroad Company.

20.—Was there a formal meeting of these delegates, at which the said Directors were appointed; and if so, can you produce the minutes of that meeting?—There were a great many formal meetings before the terms of the amalgamation could be agreed upon. At the final meeting before the signing of the amalgamation, in which agreement were included all the names of the Directors appointed to act under the amalgamated agreement,—J. B. Forsyth, W. Rhodes, George Pemberton, A. T. Galt, S. M. Peto, W. Jackson, Thomas Brassy, E. Betts, W. Wagstaff, and Mr. Swift, his partner. This meeting was in Messrs. Wagstaff and Swifts' office, Solicitors of the Company in London. All the agreements were carefully read over by J. B. Forsyth, W. Rhodes, A. T. Galt, by myself and by the Contractors separately, and the agreements were again read over aloud by the Solicitor; Mr. Pemberton was there also, and heard them read over, and when they were assented to and agreed upon, were executed by those present, who where duly authorised, and by the Contractors. I think that R. Stephenson, and A. M. Ross, Esquires, were present to express an opinion about the Bridge contract for a short time only. There were no minutes kept of this meeting as the amalgamated and other agreements signed shew of themselves a full record of what was done.

21.—Is the Committee to understand then, that Messrs. Forsyth, Rhodes, Pemberton, Galt, Peto, Brassy, Betts and yourself, and the Solicitors of the Company, appointed the Directors, under whose instructions the original allocation of the Grand Trunk Stock was made?—Messrs. Galt, Rhodes, Pemberton, and myself, in conjunction with those who represented the Quebec and Richmond Railway in London, agreed upon terms of the amalgamated agreement, and upon the first Directors of the Company, as by law we were entitled to do. The Contractors whom I have named promoted the amalgamation, and where at the time large Shareholders in the Quebec and Richmond Railway Company, and I believe still are. They interfered in no way with the appointment of the Canadian Directors.

22.—Is there any minute extant of any meeting at which the parties you have named agreed upon the Directors who where to manage the distribution of the Stock?—I have no minute in my possession, and I know of none.

23.—In what manner did the Directors distribute the Stock?—I do not know any particular manner,—I was not present at the allotment of the shares,—I think I was in London at the time.

24.—Is there any record on the minutes of the English Directors, shewing the mode in which they determined the distribution should take place?—I have never seen any minute of the London Board, shewing the proposed way of allotting the shares, previous to the allotment.

25.—Do the English Directors communicate their minutes to the Board in Canada, and is there in them any order for the distribution of the Stock?—The London section of the Board communicate their minutes to the Board in Canada for approval; I do not recollect of any order on the minutes for the distribution of the shares, although I have read them all from time to time.

26.—Can you furnish a list of the persons to whom the original shares of the Grand Trunk were allotted?—There is a copy of the original allotment in the office in Montreal, and I will furnish a copy to the Committee.

Adjourned to the call of the Chair.

Wednesday, 1st November, 1854.

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman.

MR. BROWN,

MR. CRAWFORD,

MR. DORION, (Montreal,)

HON. MR. ROBINSON,

The Honorable *J. Ross* appeared before the Committee, and produced a copy of the original allotment list of the A series of shares of the Grand Trunk Railway Company, dated 25th April, 1853.

Hon. *John Ross*, further Examined :

27.—Mr. *Brown*.]—AT what date was the allotment made?—I believe it was made upon the day of the date of the allotment list, 25th April, 1853, although I was not present when it was made.

28.—The Committee observe that opposite each name a certain number of shares is attached,—what liability was involved on each share?—Each share carried £25 of Stock, £12 10s. of the Company's Bonds, and a certificate or Provincial Debenture for £12 10s., when the Company became entitled to receive them. The shares are all sterling, and the same are all sterling.

29.—Do you know if applications were made for Stock, or did the Directors distribute to the parties named, without reference to them?—The advertisement in the *Times* and other leading newspapers contained a form of application for shares, and I believe all the parties whose names appear in the list now produced applied for Stock, except Mr. A. M. Ross and Hincks,—I put in no application for Stock on behalf of Mr. Hincks or A. M. Ross or myself, nor do I know of any such application being made by or on behalf of those gentlemen or either of them. I declined having any Stock allotted to me, and put in no application, and I purposely remained away from the meeting at which the shares were allotted.—My reasons for doing so were, that there were a number of Canadian gentlemen in London, who made application for large allotments of Stock, and before the allotment day it was stated that they would not have allotted to them such large amounts as they applied for. I am not sure how they obtained that information, but my impression is, that it was through the Broker or friends of the Broker, some of them complained to me that they were not likely to get the quantity of Stock they wished for. I told those gentlemen I would not go to the meeting nor take any shares myself.

30.—Do you know for what space of time the advertisements for application for Stock were published?—I think the advertisement was continued in the newspapers about three weeks before the allotment took place. The time was unusually short. I have no memorandum about me from which I can inform the Committee as to the exact time; it may have been much less than three weeks.

31.—Do you know if the applications for Stock exceeded the amount to be distributed?—The applications for Stock exceeded the amount to be distributed, it was said to be three or four times as much.

32.—Do you know if any applications for Stock were totally rejected?—I do not know.

33.—Was it anticipated previous to the distribution, that the Stock would go up to a premium immediately after the distribution?—It was.

34.—At what premium did the Stock come out?—It did come out a premium, but I am not sure how much.

35.—What deposit was required to be paid in cash immediately on the allotment, and how soon after was it to be paid?—£5 a share, and 20 per cent. upon each class of Debenture, (that is to say, £10 stg. for each share.) It was to be paid between the 25th April and 3rd May.

36.—The Committee observe in the list of allotments the name of the Hon. Francis Hincks, M.P. P., as having had allotted to him 1008 shares, or Stock to the value of £50,400 sterling, on which £10,080 was paid in cash on the 3rd May; is this the late Inspector General?—It is the late Inspector General of Canada.

37.—Mr. Solicitor General *Smith*.]—DO you know who paid up the 20 per cent. on Mr. Hincks' Stock; or was he aware of it at the time?—I do not know who paid up the 20 per cent., and I know that he was not aware of it at the time.

38.—How long did he continue to hold that Stock?—I do not think that he ever held it at all. I wish to state for the information of the Committee, that at a meeting of the Directors of the London section of the Board, held, after the allotment of the Stock in Mr. Chapman's Office, No. 2 Leadenhall Street, I attended for the purpose of consulting with the London Directors about a proposed Memorandum submitted by the representatives of the Great Western Railway in London, at which meeting the Memorandum to which I refer was read over and approved, and recommended for approval to the Canadian Board of Directors of the Grand Trunk. After this approval, Joseph Lawrence, Esq., the Broker of the Company, came in and read over the allotment list, the payments made on account, and several letters from different parties in London, complaining of the small allotment of Stock which they had received. Mr. Lawrence at the conclusion stated that the applications exceeded the amount to be issued by three or four times, I forget which. I then referred to the allotment which appeared to have been made in favor of Mr. Hincks, and stated that I was quite sure Mr. Hincks would prefer having the Stock which was allotted to him distributed amongst those who were dissatisfied, and whose influence it was desirable to have. Mr. Glyn remarked that it was desirable to have Stock held in Canada, and that a number of Canadian gentlemen had been making complaints at there not being sufficient Stock allotted to them. Mr. Peto made the same remark. I never heard anything more about this Stock in question, until the month of September or October of last year, when Mr. Hincks came to me with a newspaper in which he was stated to have received £50,000 of Stock, and told me that he knew nothing whatever about it. I then mentioned to him what had occurred as I have now related it. He told me he would have nothing whatever to do with the Stock, and that he would at once write to London on the subject, which I presume he did. I was a very short time afterwards in Montreal with him; we went to the Railway Office there, with a view to ascertain whether any return had been made from the Office in London of Shareholders there, in which his name appeared. I saw him get some paper, and he afterwards told me he had found his name on the list now produced, for the amount therein stated. From anything I know between the time mentioned above in London, and the time when Mr. Hincks spoke to me as above, the Stock might have been distributed according to my suggestion. I do not know and do not believe that Mr. Hincks ever had anything more to do with this Stock than any Member of this Committee. Mr. Hincks was not in England at any time between the 1st December, 1852, and 1st December, 1853.



39.—Mr. Brown.]—IT appears by the allotment list that the allotment was made to Mr. Hincks on 25th April, 1853, and the deposit on his Stock of £10,080 was paid on 3rd May,—did you understand from Mr. Hincks, at the interview in question in September or October, that he had never heard until that day, that the said Stock had been allotted to him, or that £10,080 had been paid into the Treasury of the Company on his behalf?—I understood that from Mr. Hincks.

40.—Can you designate more particularly the date of that interview?—I will state distinctly that it was the last of September or beginning of October, that the interview took place with Mr. Hincks and myself.

41.—When did you return from England?—I returned from England in June, 1853.

42.—Had you not examined the allotment list before you left England?—I never examined the allotment list before I left England.

43.—Did you not know that Mr. Hincks had the Stock in question allotted to him, and that the deposit had been made?—I have already stated in my answer No. 27, all that I know regarding the allotment to Mr. Hincks. I know nothing at all of the payment of the money, except what appeared in the copy of the allotment list now produced.

44.—Between the time of your return to Canada in June, and the interview with Mr. Hincks, you mention as having occurred in October, did you never mention to Mr. Hincks what had passed between you and Mr. Lawrence in regard to the Stock allotted to Mr. Hincks?—I don't think that I did, because I remember distinctly Mr. Hincks' surprise when he spoke to me on the subject.

45.—What was the date of the meeting in London at which Mr. Lawrence made the statement to which you refer?—I can find out the date, and will give it.

46.—Did Mr. Lawrence or Mr. Glyn at the said meeting state that the Stock in question had been allotted to Mr. Hincks merely as agent for others in Canada, and that it was not intended for his individual benefit?—I heard nothing stated at the meeting to which I refer, to lead me to believe that the allotment was made for Mr. Hincks' benefit, and I have stated all I recollect to have heard upon the subject. My belief is, it was intended for distribution in Canada.

47.—Was it stated at the meeting by any gentlemen present, that the Stock allotted to Mr. Hincks was intended for distribution in Canada?—I inferred that from what I heard stated by Mr. Glyn and Mr. Peto, and I understood that it was.

48.—Was it stated at the meeting by any gentlemen present, that the said Stock was not for Mr. Hincks' benefit?—No, it was not so stated.

49.—Who was to get the premium on the Stock?—I do not know.

50.—Please state the names of all persons residing in Canada or immediately connected with Canada, to whom shares were allotted, and the number of shares allotted to them, respectively?

EXTRACT from Allotment of the A series of Shares of the Grand Trunk  
Railway Company.

| Name.                  | Residence.                                             | No. of Shares<br>allotted. | Amount of Bonds<br>allotted. |                  | Date of<br>Allotment. | Am't<br>paid. | Date of<br>pay'm't. |
|------------------------|--------------------------------------------------------|----------------------------|------------------------------|------------------|-----------------------|---------------|---------------------|
|                        |                                                        |                            | Compa-<br>nies.              | Govern-<br>ment. |                       |               |                     |
| Edward Burstall.....   | Of Quebec, (care of W. Chapman.)                       | 72                         | 900                          | 900              | 1853.<br>April 25th   | £<br>720      | 1853.<br>May 3rd    |
| J. B. Forsyth.....     | Of Quebec, (care of W. Chapman.)                       | 72                         | 900                          | 900              | " "                   | 720           | " "                 |
| G. B. Snyes.....       | Of Quebec, (care of W. Chapman.)                       | 72                         | 900                          | 900              | " "                   | 720           | " "                 |
| A. Simpson.....        | Of Montreal, British Hotel, Cock-<br>spur Street ..... | 72                         | 900                          | 900              | " "                   | 720           | " "                 |
| W. H. Tilstone.....    | Of Quebec, 8 Gt. St. Helens .....                      | 48                         | 600                          | 600              | " "                   | 480           | " "                 |
| James Bell Forsyth...  | Conservative Club.....                                 | 96                         | 1200                         | 1200             | " "                   | 960           | " "                 |
| Capt. W. Rhodes.....   | United Service Club.....                               | 96                         | 1200                         | 1200             | " "                   | 960           | " "                 |
| J. Burstall.....       | British Hotel, Cockspur Street...                      | 96                         | 1200                         | 1200             | " "                   | 960           | " "                 |
| George Pemberton..     | Alderman's Walk, New Broad St,                         | 96                         | 1200                         | 1200             | " "                   | 960           | " "                 |
| George Pemberton..     | do do do ..                                            | 72                         | 1200                         | 1200             | " "                   | 720           | " "                 |
| Alexander Gillespie    | do do do ..                                            | 96                         | 1200                         | 1200             | " "                   | 960           | " "                 |
| Robert Gillespie ...   | do do do ..                                            | 96                         | 1200                         | 1200             | " "                   | 960           | " "                 |
| Robert Gillespie, jr.. | do do do ..                                            | 48                         | 600                          | 600              | " "                   | 480           | " "                 |
| Alex. M. Ross.....     | do do do ..                                            | 48                         | 600                          | 600              | " "                   | 480           | " "                 |
| Alex. M. Ross.....     | do do do ..                                            | 1008                       | 12600                        | 12600            | " "                   | 10080         | " "                 |
| Hon. F. Hincks.....    | do do do ..                                            | 1008                       | 12600                        | 12600            | " "                   | 10080         | " "                 |
| C. P. Roney.....       | Dublin.....                                            | 48                         | 600                          | 600              | " "                   | 480           | " "                 |

51.—Are the Stock Books of the Company kept here or in London?—They are kept in duplicate, one copy here, and one in England; and also duplicate transfer Books.

52.—Does the Stock allotted to Mr. Hincks still stand on the Stock Book, or has it been transferred?—It does not appear upon the Register Stock Book in Canada. I don't know whether it does in England or not, and there never appeared in the books in Canada any entry of it, except as it appears on the copy of the Original Stock list now produced.

53.—Has the money paid on the said Stock been paid back by the Company to the party who deposited it?—I do not know.

Adjourned to the call of the Chair.

Saturday, 4th November, 1854.

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman,  
 MR. BROWN,  
 MR. CRAWFORD,  
 MR. DORION, (Montreal,)  
 HON. MR. ROBINSON,  
 MR. Solicitor General SMITH.

The Hon. *John Ross*, further Examined :

54.—Mr. *Brown*.]—WAS notice sent to the parties to whom shares were allotted after the allotment took place?—I don't know, but I suppose it was.

55.—What ground have you to suppose so, do you know it?—I have heard the allotment list read over by Mr. Lawrence, subsequent to the allotment taking place, stating the amounts which had been paid in by the parties in England to whom shares had been allotted, and I don't know how they would know what to pay unless they received notice. I omitted to state, on a former examination, the name of Mr. Alexander Gillispie of London, of the Firm of Gillespie & Co., as being present at the final signing of the agreements. He was acting on behalf of the Toronto, Guelph and Sarnia Company, and authorised so to act by that Company with A. T. Galt, and they both executed the necessary agreements on behalf of that Company. During several months previous to the amalgamation he had frequent conferences with Mr. Gillespie, Mr. Forsyth, Captain Rhodes, Mr. Pemberton, and Mr. Galt, at my own lodgings, regarding the terms of the several contracts and the amalgamation of the several Companies now forming the Grand Trunk Railway Company, and upon two or three occasions Mr. Forsyth and Captain Rhodes, who happened to be absent from London, were sent for at my request, to be present at these conferences, in order that they might be consulted, and their approval obtained. The final consummation of the amalgamation by the agreement was to be submitted to the different Companies in Canada for their approval. It was so submitted and approved after due public notice had been given, by the various Companies, at meetings of Stockholders and Directors called for that purpose. The Directors of the Grand Trunk Railway Company in London were Thomas Baring, of Baring, Brothers and Company, George Carr Glyn, of Glyn, Mills & Co., H. Wallaston Blake, Director of the Bank of England, Kirkman D. Hodgson, Director of the Bank of England, Robert McCalmont, and Alderman Thompson, Directors of the Bank of England, (since dead.) Messrs. Baring and Glyn, were requested to act as Government Directors, and were requested to suggest the names of the other Directors to act with them in London. There was another person present at the Meeting at Mr. Wagstaff's office. Mr. Lloyd, of the King's Court Temple, an eminent Railway Barrister and a person who had great experience in settling agreements between Railway Companies. Seventy-two thousand four hundred and sixty-four shares were allotted, upon which a Deposit of five pounds per share was paid in, with the exception of 816 shares upon which the Deposit was not forthcoming at that time. There has been paid in up to this time £851,847 10s. on Company's shares, £544,510 on Company's Bonds, and there has been deposited with the Agents of the Province £747,680 upon Government Debentures.

*A. T. Galt*, Esquire, a Member of the House, Examined :

56.—Hon. Mr. *Ross*.]—WERE you in London in 1853, and what was your business there?—Yes, I was there, as representing the St. Lawrence and Atlantic Railroad Company, the Atlantic and St. Lawrence Railroad Company, and the Toronto and Guelph Railroad Company, with the view of promoting the amalgamation of the said Companies with the Grand Trunk Railway Company. I arrived in England about the 4th January, 1853, and left in May following.

57.—During how long a period were the negotiations for the amalgamation carried on before they were completed?—From the time of my arrival until the execution of the deed of amalgamation on the 12th April.

58.—With whom did you confer as representing the other Companies amalgamated with those represented by yourself?—I conferred with the Hon. John *Ross* as President of the Grand Trunk Company ; with Messrs. *Rhodes*, *Forsyth*, and *Pemberton* as representing that Company, and the Grand Trunk Company East, and with Mr. *Alexander Gillespie* as acting with myself for the Toronto and Guelph Company.

59.—Where were those conferences usually held?—The first official meeting was held at Mr. *Ross*' rooms at the British Hotel, but the meetings generally were at the offices of Messrs. *Swift* and *Wagstaff*, Solicitors, Great George Street, Westminster.

60.—Did you attend at the allotment of the Stock, and did you apply for any Stock, or did you receive any?—I did not attend at the allotment ; I did not make application for Stock, finding that many parties were anxious to obtain it, and not desiring in my position to deprive them thereof ; and I did not receive any allotment of shares.

61.—Are you or are you not aware that many persons were dissatisfied because they could not get allotments of Stock to so large an amount as they desired?—Very considerable dissatisfaction was expressed to me by many gentlemen, especially by several connected with Canada, at not receiving as large an amount of Stock as they desired.

62.—Are you or are you not aware that similar reasons influenced me in not applying for any of the shares to be allotted as expressed to you at the time?—I had repeated conversations with Mr. *Ross* on the subject of the allotment of shares, and it certainly was his idea that any application by him for shares would have had an injurious effect on the Company, by causing dissatisfaction on the part of those who could not obtain the amount they desired.

63.—Where were the amalgamation and other agreements therewith connected executed, and who were present?—The agreements referred to were all executed at the office of Messrs. *Swift* and *Wagstaff*, Great George Street, Westminster ; all the parties whose names are appended to the agreements were present, and, I believe, Mr. *Lloyd*, and Messrs. *Swift* and *Wagstaff*.

64.—Did or did not the Contractors interfere in any way in the appointment of the Canadian Directors?—I am not aware that the Contractors interfered, except in my own case, where my position, as representing the Companies, compelled me to do so, although interested in a contract for the Toronto and Guelph Company.

65.—Did or did not the English Contractors interfere in any way, in the appointment of the Canadian Directors?—I am not aware that they interfered, and from my conversations with them, I inferred they had no interest in the subject.

66.—Did you communicate the fact of the amalgamation to any person in Canada, and if so, by what mode?—I regularly corresponded with the Directors of the Companies I represented, fully advising them of every thing that occurred during the negociations. Immediately on the completion of the amalgamation, I wrote fully to the parties, and I believe, I also wrote to the Telegraph Office at Halifax, enclosing a message announcing the fact, to be sent to the Company at Portland, to Mr. Holmes, Vice President of the St. Lawrence and Atlantic Railroad Company, Montreal, and to the Toronto and Guelph Company at Toronto, as well as to my partner Mr. Holton.

67.—Mr. Sol. Genl. *Smith*.] DID you inform Mr. Hincks of the amount of Stock allotted to him, and when?—I was not aware that any allotment had been made to Mr. Hincks.

On motion of Mr, *Brown* it was—

*Ordered*,—That the evidence taken before this Committee be printed from day to day for the use of the Members of the Committee.

Adjourned to the call of the Chair.

*Thursday, 16th November, 1854.*

MEMBERS PRESENT :

MR. SMITH, (Northumberland,) Chairman,  
MR. DORION, (Montreal,)  
MR. Solicitor General SMITH.

At the request of the Honorable J. Ross, it was ordered that Capt. Rhodes and J. B. Forsyth, Esq., be summoned to appear before the Committee to-morrow, at 11 o'clock, A. M.

Adjourned for want of a quorum.

*Friday, 17th November, 1854.*

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman,  
MR. LEMIEUX,  
MR. BROWN,  
MR. DORION, (Montreal,)  
HON. MR. ROBINSON.

*Grand Trunk Railway Stock.*

*John Bell Forsyth, Esq., Examined :*

68.—Hon. Mr. *Ross*.]—WERE you in England when the Grand Trunk Prospectus was issued, and were you acting as Agent and Director of any of the Companies amalgamated, and now known as the Grand Trunk Railway Company of Canada, and which of them?—I was in England when the Prospectus was issued, and acted as Director and authorised Agent for the Trois Pistoles Road, or Grand Trunk East, with Capt. Rhodes and Mr. Ross.

69.—Were you or were you not consulted from time to time, regarding the terms of the amalgamation referred to, and by whom?—I was consulted several times by Mr. Ross, Mr. Chapman and Mr. Galt, and more in a friendly manner than officially, except on one occasion, when they had a formal meeting to arrange the definite price of the iron for the road, and to close the capital of the Company that the Prospectus might come out complete.

70.—Were there or not frequent consultations at the rooms of Mr. Ross on the subject, at which you were requested to attend?—Yes, but these meetings were not formal, and at no specified hour. Notice was given verbally.

71.—Were you or were you not consulted regarding the final settlement of the contracts, and did you not attend at the office of Messrs. Swift and Wagstaff, Solicitors of the Company, to read them over, and execute them, and did you not fully approve of the whole, as one of the parties thereto?—For some weeks we had frequent, I may say daily, communications, between Capt. Rhodes, Mr. Ross and myself, about the terms of amalgamation; and on one occasion when we met, Mr. H. Chapman of Liverpool, representing a large number of Shareholders of the Quebec and Richmond Railway, as well as Mr. Galt, I strongly objected to the St. Lawrence and Atlantic Railway Stock being taken at par value of the quotation in the market, but was overruled, and being most anxious for the construction of the whole line, I waived any objections, and afterwards attended at the office of Messrs. Swift and Wagstaff, Solicitors of the Company, where the Prospectus was shown me, as well as the final settlement of the contracts, which I approved of.

72.—You have spoken of a meeting which you attended, with a view to fixing the price of iron required for the rails and bridges, do you or not think that the arrangement then made was an advantageous one for the Company?—I consider it has been most advantageous.

73.—Could or could not the amalgamation have been arranged and carried out, except upon taking in the St. Lawrence and Atlantic Railway as a part of the project, upon the terms specified in the amalgamation agreement?—It was my opinion that the amalgamation could not have been carried out, except taking the St. Lawrence and Atlantic Railroad at the par value, and under this belief, I withdrew any objections alluded to in my last answer.

74.—Mr. *Brown.*]—WHAT would have prevented the amalgamation proceeding, had your view been insisted on?—My opinion was, that unless all the Roads were amalgamated, the Stock would not have been taken up, and moreover, I thought there was great force in the argument, that inasmuch as the Quebec and Richmond Road had made no arrangement with the St. Lawrence and Atlantic, for running privileges, that the Stock of one Road nearly complete, although at 65, was equal to the Quebec and Richmond, which, though nominally at par, would not have remained so, had it been known that the Quebec and Richmond Road had made no arrangements for the use of the line from Richmond to Montreal.

75.—Mr. *Ross.*]—AFTER the Amalgamation Prospectus was issued, were the applications for Stock very large?—They were.

76.—Are you aware of any dissatisfaction amongst Canadian gentlemen in London arising from the small allotments of Stock made to them?—Yes, I am. Mr. Pemberton, Mr. LeMesurier, Capt. Rhodes, Mr. Burstall, Mr. Symes, Mr. Simpson and myself, who were then in London, all thought the Canadian public were deprived of an opportunity of taking Stock in what we then thought, and what I still think will be, a very profitable undertaking; and Capt. Rhodes and I made strong remonstrances to Mr. Chapman, the Secretary of the Company, as well as Mr. Jackson.

77.—*Mr. Brown.*]—DID not every one of those gentlemen as well as yourself receive allotments of Stock?—We did.

78.—Do you know any Canadian who applied for Stock and was refused?—I know no Canadian who was refused, although there were few in London at the time, except those just mentioned, but none of them got what they applied for.

79.—How much Stock did you apply for, and how much did you obtain?—I forget how much I asked for, but my first allotment was 160 or thereabouts, and after our dissatisfaction 100 were added, and I think all Canadian applicants were similarly dealt with.

80.—Do you know how much Stock the others applied for, and how much they were allotted?—I don't know, but some got exactly what I did.

81.—*Hon. Mr. Ross.*]—DID you receive from the Secretary of the Company in London, Mr. Chapman, any statement of the reasons which had induced the course of which you and the other gentlemen mentioned, complained in the allotment of the Stock; and if so, what were the reasons?—Mr. Chapman stated as a reason, that as we Canadians would benefit so much by the Road, we should not raise difficulties about the allotment of the Stock.

82.—Are you aware of any of the Stock having been reserved for distribution in Canada?—The only thing that I am aware of is, that Mr. Jackson said that Stock would be reserved for distribution in Canada.

83.—*Mr. Brown.*]—HAD not Mr. Jackson, Mr. Peto and other Contractors a large amount of Stock allotted to them?—I am not aware of the amount, but always fancied they had a large Stock.

84.—*Hon. Mr. Ross.*]—DID you or did you not leave England a few days after the allotment, and was the Stock, when you left, above or below par?—I left immediately after the allotment, when the Stock was  $1\frac{1}{2}$  a 2 premium, and I purchased one hundred shares at  $1\frac{1}{2}$  premium.

85.—Have you since been made aware that the Stock went below par immediately after you left, say within three or four days?—I am aware the Stock went below par soon after I left England, and has never been at par since.

86.—*Mr. Brown.*]—WHO appointed the English Directors of the Grand Trunk Railway?—I don't know, but when I saw their names in the Prospectus I was convinced a more influential body could not have been named.

87.—Who arranged the manner in which the original allotment of Grand Trunk Stock should take place?—Of this I am perfectly ignorant.

88.—Who conducted the allotment of the Stock?—I do not now, but think it was the Board.

89.—Do you know on what principle the Stock was distributed?—No, I do not, but thought the principle a bad one, as not a sufficient reservation was made for Canada.

90.—Do you know any Canadian except these you have named who feels himself aggrieved by not having had Stock allotted to him?—No, but had the Stock been at a premium, I do not know any Canadian who would not have been so.

91.—*Hon. Mr. Ross.*]—ARE you not aware, from communications with myself at the time, that the Canadian section of the direction was arranged with a view

to a fair representation to the several Roads amalgamated, and the section of the country through which it passed, the selection being made from them in the several Boards of Direction of the respective Companies previous to the amalgamation, and were you not requested by me to become one of the Directors?—I had several communications with Mr. Ross as to who would be the fittest people to be on the Board, as far as Canada was concerned—I was offered a seat in the Board, but waived my pretensions I had, in favor of another. The Directors were, as I understood Mr. Ross, to include parties from such sections of the Province as the particular line of amalgamated Road ran through, keeping in view the old Board.

Adjourned, till Monday, at 11 o'clock, A. M.

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*Monday, 20th November, 1854.*

MEMBERS PRESENT :

MR. SMITH, (Northumberland,) Chairman.  
MR. CRAWFORD,  
MR. DORION, (Montreal.)

Adjourned for want of a quorum, till to-morrow, at 11 o'clock, A. M.

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*Tuesday, 21st November, 1854.*

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman.  
MR. BROWN,  
MR. CRAWFORD,  
MR. DORION, (Montreal,)  
MR. LEMIEUX,  
HON. MR. ROBINSON.

The Committee deliberated for some time, and then adjourned till Thursday next, at 11 o'clock, A. M.

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*Thursday, 23rd November, 1854.*

MEMBERS PRESENT :

MR. SMITH, (Northumberland,) Chairman.  
MR. BROWN,  
MR. CRAWFORD,

Adjourned for want of a quorum, till to-morrow, at 11 o'clock, A. M.

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Friday, 24th November, 1854.

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman.  
 MR. BROWN,  
 MR. CRAWFORD,  
 HON. MR. ROBINSON.

Sir *C. P. Roney* appeared before the Committee, and by request of the Hon. Mr. Ross, his examination was postponed to a future day.

Adjourned to Wednesday next, at 11 o'clock, A. M.

Wednesday, 29th November, 1854.

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman.  
 MR. BROWN,  
 MR. CRAWFORD,  
 MR. DORION, (Montreal,)  
 HON. MR. ROBINSON,  
 MR. Solicitor General SMITH.

Mr. *Brown* laid before the Committee a series of questions which he proposed should be submitted to *Thomas Baring*, Esq., of London, England, for his answers thereto, and which are as follow :

Questions to be proposed to *Thomas Baring*, Esq., London :

1. How did you become a Director of the Grand Trunk Railway of Canada? When and by whom was the Directorship first proposed to you? Under what authority were you appointed?—

2.—When was the first meeting of the English Board of Directors held?

3.—When and where was the original allotment of Stock made, and who were present on the occasion?—

4.—What was the number of applicants for Stock, and the number of shares applied for? How many of the applicants were Canadians, and what number of shares did they apply for? Will you be good enough to furnish the Committee with a list of the original applicants?—

5.—Was it expected that the Stock would be brought out at a large premium, and did the expectation of realizing this premium induce so extensive an application for shares?—

6.—On what principle was the Stock distributed among the applicants, and was there any minute by the English Board of Directors on the subject? Were any applications totally rejected; and if so, were any Canadians among those absolutely refused?—

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7.—Was Stock allotted to any party without written applications for it?—If so, state particulars and the cause thereof.

8.—Was a written intimation sent to each party to whom Stock was allotted, of the number of shares allotted to him? Were there any exceptions to this rule—and if so, who were the parties excepted, and why were they so excepted?—

9.—At what premium did certificates of Grand Trunk Stock sell in London immediately after the original allotment? What was the market price on 5th, 10th and 20th May, 1853, respectively, and on 1st June, 1st July, 1st August, 1st September and 1st October, 1853?—

10.—In the allotment of Stock, there was one item of 1008 shares to the Hon. F. Hincks, M. P., was there a written or other application for that or any other amount of Stock by that gentleman?—

11.—If there was no written application by Mr. Hincks, on what authority was the allotment made? At whose suggestion, and with what view was it made? Was the Stock allotted to Mr. Hincks in the ordinary manner, for his personal benefit, or was it allotted to him in trust for others?—Please state particulars.

12.—Was an intimation sent to Mr. Hincks that the said Stock had been allotted to him? And if so, when and by whom was such intimation sent?—

13.—The President of the Grand Trunk Railway Company has informed the Committee that £10,080 sterling was regularly paid into the Treasury of the Company, in part payment of the said Stock allotted to Mr. Hincks, by whose hands was the said sum paid to the Company? Who furnished the funds? In whose name was the receipt granted?—

14.—Were the said 1008 shares regularly entered in the books of the Company in the name of Mr. Hincks and if not, why not?—

15.—Do the said shares now stand in Mr. Hincks' name? And if not, in whose name do they stand? And how was the transfer effected, and at what date was it made?—

16.—After the allotment of the said Stock to Mr. Hincks, and the payment of £10,080 on account of the same, was any suggestion made to the Board of Directors or to you individually, that the said allotment should be quashed? And if so, by whom was such suggestion made, and when was it made?—

17.—Has it been intimated to you that Mr. Hincks repudiates all knowledge or connection with the said Stock? And if so, when and in what manner did such intimation for the first time reach you?—

The Committee deliberated for some time, and postponed the further consideration of them until to-morrow, and the Clerk was directed to call a special meeting for that purpose.

Adjourned till to-morrow, at 11 o'clock, A. M.

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Thursday, 30th November, 1854.

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman.  
 MR. BROWN,  
 MR. CRAWFORD,  
 MR. Solicitor General SMITH.

The further consideration of the questions, laid before the Committee yesterday, was postponed until to-morrow.

Adjourned till to-morrow, at 11 o'clock, A. M.

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Friday, 1st December, 1854.

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman.  
 MR. BROWN,  
 MR. DORION, (Montreal,)  
 MR. LEMIEUX,  
 HON. MR. ROBINSON,  
 MR. Solicitor General SMITH.

The questions laid before the Committee on Wednesday last were read.

Questions Nos. 1, 2, 3, 4, being read, were agreed to, Mr. Crawford dissenting.

Question No. 5, being read, was objected to—

*Yeas*, Messrs. Brown and Dorion.

*Nays*, Mr. Solicitor General Smith, Crawford, Lemieux, and Robinson.

Questions 6, 7 and 8, being read, were agreed to.

Question 9, being read, was agreed to, Mr. Crawford dissenting.

Questions 10, 11, 12, 13, 14, 15 and 16 were read and agreed to.

On motion of Mr. *Brown*—it was

*Ordered*,—That a copy of the said questions as agreed upon be sent to *Thomas Baring*, and *G. G. Glyn*, Esqrs., Bankers, London.

Adjourned till to-morrow, at 11 o'clock, A. M.

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Saturday, 2nd December, 1854.

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman.  
 MR. BROWN,  
 MR. CRAWFORD,  
 MR. DORION, (Montreal,)  
 HON. MR. ROBINSON.

Mr. *Brown* submitted the draft of a letter to accompany the questions, ordered yesterday to be sent to Messrs. *Baring* and *Glyn*, and which was agreed to, and is as follows :—

QUEBEC, December, 1854.

SIR,

A Committee of the Canadian House of Assembly is now sitting, instructed by the House to investigate and report "All charges preferred or alleged in this House or elsewhere, respecting the dealings of any Member or Members of the late Administration in the purchase of Public Lands, in the traffic or purchase of Provincial, Municipal or other Public Securities or Stocks, or of Stocks in Railways, in the construction of Public Works, either Foreign or Provincial, and respecting any other charges of official misconduct whatever, against them or any of them."

The Committee are desirous of obtaining your evidence in regard to certain transactions which have engaged their attention, and a series of questions has been prepared, with a view of indicating the points on which information is invited. I have the honor to enclose a copy of these interrogatories, and to beg that I may be favored with a reply at your earliest convenience.

I have, &c.

*Ordered*,—That the said questions be transmitted through the Chairman.  
 Adjourned to the call of the Chair.

Tuesday, 5th December, 1854.

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman.  
 MR. BROWN,  
 MR. CRAWFORD,  
 MR. DORION, (Montreal,)  
 MR. LEMIEUX,  
 Hon. MR. ROBINSON, and  
 MR. Solicitor General SMITH.

On motion of Mr. Solicitor General *Smith*, that the questions adopted by the Committee on Friday last be rescinded; the Committee divided, and the names, being called for, were taken down as follows :—

*Yeas :*

Messrs. Crawford,  
Lemieux,  
Robinson, and  
Solicitor General Smith,—4.

*Nays :*

Messrs. Brown, and  
Dorion,—2.

So it was carried in the affirmative, and Ordered accordingly.

On motion of Mr. Solicitor General *Smith*, that the questions from 92 to 99 be adopted in lieu of the original questions.

Mr. *Lemieux* moved in amendment, that the further consideration be postponed till to-morrow, which was agreed to.

Questions to be proposed to *Thomas Baring*, Esquire, London :

92.—Are you a Director of the Grand Trunk Railway of Canada?

93.—In the allotment of Stock, there was (as appears from a copy of the original allotment list placed before the Committee at their request, by the President of the Company,) one item of 1008 shares to the Honorable F. Hincks, M. P.P.—Was there a written or other application for that or any other amount of Stock by that gentleman?

94.—If there was no written application by Mr. Hincks,—on what authority was the allotment made? At whose suggestion and with what view was it made? Was the Stock allotted to Mr. Hincks in the ordinary manner for his personal benefit, or was it allotted to him in trust for others? Please state particulars.

95.—Was an intimation sent to Mr. Hincks that the said Stock had been allotted to him, and if so, by whom was such intimation sent?

96.—The President of the Grand Trunk Railway Company has shown, from the copy of the original allotment list, that there appeared to have been regularly paid into the Treasury of the Company in part payment of the said Stock allotted to Mr. Hincks the sum of £10,080 sterling—By whom was the said sum paid to the Company? Who furnished the funds? In whose name was the receipt granted.

97.—Were the said 1008 shares regularly entered in the books of the Company in the name of Mr. Hincks?

98.—Do the said shares now stand in the name of Mr. Hincks; if not, in whose name do they stand? How was the transfer effected, and at what date was it made?

99.—Has it been intimated to you that Mr. Hincks repudiates all knowledge or connection with the said Stock; and if so, when and in what manner did such intimation for the first time reach you?

*Ordered*,—That *A. M. Ross*, Esquire, be summoned to appear before the Committee to-morrow, at 10 o'clock, A. M.

Adjourned till to-morrow, at 10 o'clock, A. M.

Wednesday, 6th December, 1854.

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman.  
 MR. BROWN,  
 MR. CRAWFORD,  
 MR. DORION, (Montreal,)  
 MR. LEMIEUX,  
 Hon. MR. ROBINSON,  
 MR. Solicitor General SMITH.

The Clerk informed the Committee, that owing to the boisterous state of the weather he had been unable to send a summons to *A. M. Ross*, Esquire, at Point Levi.

On motion of Mr. Solicitor General *Smith*, that the questions proposed yesterday from 92 to 99 be adopted in lieu of the original questions. The Committee divided, and the yeas and nays being called for, were taken down as follows:—

Yeas :

Messrs. Crawford,  
 Lemieux,  
 Robinson, and  
 Solicitor General Smith,—4.

Nays :

Messrs. Brown,  
 Dorion, and  
 Smith (Northumberland,)—3.

So it was carried in the affirmative.

On motion of Mr. Solicitor General *Smith*, it was—

*Ordered*,—That a copy of the questions now adopted be sent to the Hon. F. Hincks, before the same are transmitted to Messrs. Baring and Glyn.

Adjourned to the call of the Chair.

Wednesday, 13th December, 1854.

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman.  
 MR. BROWN,  
 MR. CRAWFORD,  
 MR. LEMIEUX,  
 MR. Solicitor General SMITH.

The Hon. Mr. *Hincks* having no counter-questions to propose, the Chairman was directed to transmit a copy of the questions as adopted to Messrs. Baring and Glyn.

Adjourned to the call of the Chair.

Friday, 16th March, 1855.

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman.

MR. BROWN,

MR. CRAWFORD,

MR. DORION, (Montreal,)

MR. LORANGER,

MR. Solicitor General SMITH.

*Grand Trunk Railway Stock.*

The Chairman laid before the Committee communications from *George Carr Glyn* and *Thomas Baring*, Esquires, enclosing their answers to the queries proposed by the Committee on the 5th December last, as follows :—

Answers of *George Carr Glyn*, Esquire, of London, England, to the questions proposed by the Committee :

92.—Are you a Director of the Grand Trunk Railway Company of Canada?—  
I am a Director of the Grand Trunk Railway of Canada.

93.—In the allotment of the Stock there was (as appears from a copy of the original allotment list placed before the Committee at their request, by the President of the Company,) one item of 1,008 shares to the Honorable F. Hincks, M. P. P.—Was there a written or other application for that or any other amount of Stock by that gentleman?—I am not aware of any written application nor indeed of any application whatever from the Honorable F. Hincks, with reference to the allotment of the 1008 shares of the Grand Trunk Railway.

94.—If there was no written application by Mr. Hincks, on what authority was the allotment made? At whose suggestion; and with what view was it made? Was the Stock allotted to Mr. Hincks in the ordinary manner for his personal benefit, or was it allotted to him in trust for others?—Please state particulars. The allotment of the 1008 shares to Mr. Hincks, and of the same number to Mr. A. M. Ross, was made in consequence of representations to the Directors by Mr. Peto, that it was very desirable to reserve a certain number of shares for distribution in Canada, so that the leading people in that country might become interested in an undertaking represented as of primary importance to that Colony. The shares were therefore allotted in the names I have stated, for the express purpose above referred to, and not for the personal benefit of Mr. Hincks, or of any other particular individual.

95.—Was an intimation sent to Mr. Hincks, that the said Stock had been allotted to him—and if so, by whom was such intimation sent?—I am not aware that any intimation was sent to Mr. Hincks or Mr. Ross, that 1008 shares had been allotted to each of them. I understand that no such intimation was sent.

96.—The President of the Grand Trunk Railway Company has shewn from the copy of the original allotment list that there appeared to have been regularly paid into the Treasury of the Company in part payment of the said Stock allotted to Mr. Hincks, the sum of £10,080 sterling. By whom was the said sum paid to the Company? Who furnished the funds? In whose name was the receipt granted?—The deposit on these shares was paid by Mr. Peto, in the usual course. The

receipts were granted in the names of Mr. Ross and Mr. Hincks, with the view of leaving the distribution with the Board in Canada.

97.—Were the said 1008 shares regularly entered in the books of the Company in the name of Mr. Hincks?—The shares were entered in the allotment lists in the names of these two gentlemen.

98.—Do the said shares now stand in the name of Mr. Hincks? If not in whose name do they stand? How was the transfer effected, and at what date was it made?—The shares have never been registered, and the deposit has been paid, but not the calls upon them, and they stand now in the Company's books as they originally stood, without any alteration.

99.—Has it been intimated to you that Mr. Hincks repudiated all knowledge or connection with the said Stock—and if so, when and in what manner did such intimation for the first time reach you?—I have not had any communication from Mr. Hincks on the subject of the shares allotted in his name, but I understand that he has disclaimed any interest in the allotment, and disavowed all knowledge of it until many months after it had taken place.

GEO. CARR GLYN.

London, 8th February, 1855.

Answers of *Thomas Baring*, Esquire, of London, England, to the questions proposed by the Committee :

*To Question 92.* I am a Director of the Company.

*To Questions 93 and 94.* I am not aware of any application having been made, either written or verbal, for shares by the Honorable F. Hincks, but I recollect that a number of shares were reserved for the public in Canada, although until reference had been made to the books of the Company, it had escaped my memory to what names such shares were allotted, even if I was aware of the circumstance at the time. The shares were, I find, placed in the names of the Honorable F. Hincks and Mr. A. M. Ross, but I never understood, nor do I now believe, that these gentlemen had any personal or private interest in them.

*To Question 95.* I never heard that such an intimation had been sent to Mr. Hincks.

*To Question 96.* I find upon enquiry at the office of the Grand Trunk Company, that the first deposit on these shares was paid by Mr. Peto, and the receipts given in the names of Mr. Hincks and Mr. Ross.

*To Question 97.* The shares were entered (as I also learn from the Secretary of the Company) in the names of those gentlemen in the allotment list.

*To Question 98.* No calls have been paid on these shares, and they have not been registered.

*To Question 99.* I have never heard any thing from Mr. Hincks on the subject of these shares, but I learn from public report that he denies having any interest or connection with the same.

THOMAS BARING.

London, 16th February, 1855.

*Ordered,*—That the Chairman do send by telegraph to Messrs. Rowsell & Co., for six copies of the Proceedings of the case in Chancery of the City of Toronto *versus* Bowes.



*Ordered*,—That the Clerk do request the attendance of Wm. Rhodes, Esq., a Member of the House, before the Committee, at the hour of ten o'clock, A. M., on to-morrow.

*Ordered*,—That the Clerk do write to J. M. Grant, Esquire, requesting him to forward for the information of the Committee, all the Stock Books of the Grand Trunk Railway (Montreal and Portland,) with the transfers of shares, shewing the names of the Stockholders with amount of payments for Stock by each Stockholder.

*Ordered*,—That the Chairman do move in the House to refer to this Committee, such Returns as have been laid on the table, relating to the Hamilton Post Office, the Montreal Court House Debentures, and the Toronto and Lake Huron Railway Company.

Adjourned until to-morrow at ten o'clock.

Saturday, 17th March, 1855.

### COMMITTEE MET.

#### PRESENT :

MR. SMITH, (Northumberland) Chairman.

MR. BROWN

MR. CRAWFORD,

MR. DORION, (Montreal,)

MR. LORANGER,

HON. MR. ROBINSON,

MR. Solicitor General SMITH.

#### *Portland Railway Stock.*

Wm. Rhodes, Esq., a Member of the House, Examined :

100.—Mr. Brown.]—WERE you one of the original Directors of the Quebec and Richmond Railway?—Yes, I was also Vice-President and Chairman for some years.

101.—The Quebec and Richmond was originally an independent scheme unconnected with any other Railway, was it not?—Yes.

102.—How did it become connected with the Grand Trunk?—By amalgamation.

103.—Was the whole Stock of the Quebec and Richmond Line subscribed previous to 1851?—Yes it was; it was subscribed and quoted on the London Stock Exchange.

104.—After the date at which Mr. Hincks arranged with Messrs. Jackson, Peto & Co., to come to Canada in connection with the Grand Trunk, was an arrangement entered into between the English Directors of the Quebec and Richmond and Messrs. Jackson, Peto & Co., for the completion of the line?—I know nothing about these arrangements, as I was sick at the time, and was travelling for the benefit of my health.

105.—When Mr. Jackson was in Canada in October, 1852, did he examine the Quebec and Richmond Line, and conclude to accept the contract offered him by the Directors?—Yes, I accompanied him over the line.

106.—Was an Act of the Provincial Parliament passed in the Session of 1852, authorizing the introduction of the Quebec and Richmond, as a portion of the Grand Trunk Line?—Yes, I believe so.

107.—Was there also an Act passed in the Session of 1852-3, authorizing the amalgamation of the Montreal and Portland Railway with the Grand Trunk, and was the consent of the two Companies necessary before any amalgamation could be consummated under this Act?—Yes, I believe so.

108.—At the time when that amalgamation Act passed, had the Stock of the Grand Trunk been brought out on the money market?—No, of course not.

109.—Where were the negotiations between the several Companies for the amalgamation of the several Lines now forming the Grand Trunk Railway, conducted?—In London.

110.—Were Deputies sent to London from Canada to represent the several Lines, and did you proceed to England in such capacity?—I think Mr. Ross was sent, he being a Member of the Government, and the services of Mr. Forsyth and myself were accepted by the Government to carry out the arrangements, (as we were going home on our own private business,) and to assist Mr. Ross by our advice. The principal reason of my offering my assistance was, that I was a Director in the Montreal and Kingston, Quebec and Richmond, and Quebec and Trois Pistoles Railroad Companies.

111.—Had any definite resolution in regard to the proposed amalgamation been come to by one or more of the Canadian Boards of Directors of which you were a Member, previous to your leaving for England, and did one or more of them specially depute you to act in England in regard to the said amalgamation?—No, I did not go home as their Agent. I think I must have had authority to act on the part of the Trois Pistoles because I signed the agreement.

112.—How was the amalgamation effected in England? Who conducted the negotiations, and in what manner were they conducted? State particulars.—A meeting was called by Mr. Ross, at which several gentlemen representing the different interests were present. Mr. Galt represented the Montreal and Portland, and the Toronto and Sarnia; Mr. Chapman of Liverpool, represented the Liverpool Stockholders of the Quebec and Richmond. Mr. Forsyth and others were, like myself, interested in the different Railroads and in the general success of Canadian Railways. I believe Mr. Jackson was present also. It was finally decided to amalgamate the following Roads: The Toronto and Sarnia, Toronto and Kingston, Montreal and Kingston, Montreal and Portland, Quebec and Richmond, Quebec and Trois Pistoles, and Belleville and Peterboro'; and to float off the united scheme on the London Money Market as early as possible under the name of the Grand Trunk Railway of Canada.

113.—Was the Stock of all these separate Companies taken into the amalgamation Stock at par?—Yes, I think so.

114.—Was there any special preference in favor of the Montreal and Portland Stockholders?—Yes, I objected strongly to the incorporation, in the amalgamation scheme, of the Canadian portion of the Montreal and Portland Line, because the Road was badly built, and the Stock was 30 or 40 below par; I thought it unfair that such a Road should be brought in on an equality with other portions of the amalgamated Line which were to be built with Iron Bridges, and in a very superior manner.

115.—Had the Montreal and Portland Railway been opened at the date of these negotiations, and had any dividend been paid to the Stockholders?—A part of the Portland Line was opened, as I travelled over some portions of it myself; but the line generally was not ballasted, neither was it opened throughout. I know nothing about the dividend.

116.—Is it not the fact, that notwithstanding the inferiority of the Montreal and Portland Line, and the depreciated value at which its Stock stood in the market, the Stock of the said Line was not only taken into the Grand Trunk scheme at par, but the Stockholders were paid a bonus of six per cent. on their Stock from the date of payment to the date of amalgamation?—Yes, I believe so.

117.—How many years of back interest was thus paid to the Stockholders of the Montreal and Portland Railway under this arrangement?—I do not know, but from the commencement of the payment of their calls.

118.—Did you object to the payment of this back interest?—No, I did not; but I objected altogether to amalgamation, for the reasons given previously.

119.—Did Mr. Ross object to it?—I cannot say.

120.—Who appointed the English Directors of the Grand Trunk Railway? Were you consulted?—I do not know; I was not consulted, but the matter was generally spoken of in my presence. I was asked if I would go on the Board, and consented to do so; I was afterwards asked by Mr. Jackson, if I would resign to make way for Mr. Peabody, which I did. But Mr. Peabody was never appointed. I was afterwards appointed a Director.

121.—Who arranged the distribution of the Stock?—The London Board of Directors.

122.—On what principle did the distribution proceed?—I do not know.

123.—Did not Messrs. Glyn and Baring make it a condition of their becoming Directors that they should control the distribution of the Stock?—I do not know; but I understood so at the time.

124.—Did not Mr. Jackson urge the adoption of a different scheme of distribution from that which was selected?—I do not know.

125.—Are you not aware that Mr. Jackson conceived that the Stock should be distributed impartially on the Stock Exchange, so that no hostile interest might arise?—No, I am not aware.

126.—Did the applications for Grand Trunk Stock exceed the amount to be distributed?—Yes, very largely; I understood the applications amounted to £20,000,000. My opinion is, a better allotment of the Stock might have been made.

127.—Was the Stock expected to bear a premium from the moment of its appearance on the Stock Exchange?—I cannot say; the project was considered a good investment. London Brokers were selling, before the allotment, guarantees to deliver scrip for one pound per share premium.

128.—Did the Stock come out at a premium, and at what premium?—One pound per share.

129.—How soon did the Stock fall below par?—Almost immediately.

130.—Do you know the reason for so sudden a fall on the market value of a Stock which, but a few days before, had been in great demand?—The fluctuation on the London Money Market caused by various reasons.

131.—Did you apply for Stock for yourself? How much did you ask, and did you get what you wanted?—Yes I applied for 100 shares, as 50 were required for my qualification as Director, and I thought the investment good; but they allotted me only 48.

132.—Did you purchase a further amount of Stock on the Market, and at what premium?—I did; I think about a pound premium. Mr. Jackson transferred me 100 shares at par.

133.—Did you purchase any Portland Stock at the time of amalgamation?—No, none.

134.—Are you aware if any of the parties to the amalgamation did so?—No, I am not. The only way it could be done was by writing to a Montreal Broker, and that I would be perfectly justified in doing in the position in which I was, as I was receiving no pay or allowances for my services at the time from any of the Companies.

*Ordered*,—That the Clerk do request the attendance of the Honorable John Young, and the Honorable Jean Chabot, Members of the House, before this Committee, at ten o'clock, A. M., on Monday next.

Adjourned until Monday next, at 10 o'clock, A. M.

Monday, 19th March, 1855.

#### COMMITTEE MET.

##### PRESENT :

MR. SMITH, (Northumberland,) Chairman.

MR. BROWN,

MR. CRAWFORD,

MR. DORION, (Montreal,)

MR. LORANGER,

HON. MR. ROBINSON,

MR. Solicitor General SMITH.

#### *Victoria Bridge Lots.*

The Hon. *Jean Chabot*, a Member of the House, Examined :

135.—Mr. *Brown*.]—ARE you cognizant of the facts connected with the purchase by Government of the block of land on which the north end of Victoria Bridge rests; if so, please state them for the information of the Committee?—I am cognizant of the facts connected with the purchase of the ground in question for the Victoria Bridge.

136.—Please to state what you know about the transaction?—Before I entered the Government as Chief Commissioner of Public Works, it was contemplated to purchase a certain extent of ground near the Lachine Canal, to make new docks: some understanding had already been had with the gentlemen of the Seminary and the Nuns of Montreal. Some months after my entering into the Government, it was decided to purchase the said ground. A piece of ground was purchased from the Seminary, another piece from the Hotel Dieu. As to the ground belonging to the Grey Nuns, the extent which the said Nuns were desi-

rous of selling being too large, the Government refused at first to purchase ; but afterwards the Grand Trunk Railroad Company having determined or contemplated to construct the Victoria Bridge, it was suggested to the Government by many gentlemen that the Government should purchase the whole extent of the said ground, and re-sell a part of it to the said Company. I did not advise that mode, but I advised to take a *promesse de vente* from the Nuns for the whole extent of the ground, to prevent the concession in *emplacements* or small lots. That mode was adopted by Government. Some time afterwards the Nuns covenanted a deed of sale to the Government to the extent required for the Public Works, and they also covenanted a deed of sale to the Grand Trunk, or some gentlemen for the Company, for so much of the said land as was required for the Bridge.

137.—Who conducted the negotiations on behalf of Government with the religious Community in question?—I believe that the first negotiations with them were conducted by my predecessor the Hon. Mr. Young, verbally and in writing. I had some negotiation with the Seminary, and Mr. Young, at his own request, and with my consent, continued the negotiation. When the time arrived to conclude the bargain in April, 1853, Col. Taché, the Receiver General, was dispatched to Montreal to settle the matter, I being confined by illness.

138.—Did Mr. Young close the negotiation for the block of land on which the Bridge rests?—Col. Taché settled the bargain with the three communities, to the best of my recollection.

139.—With whom did the Government negotiate the transfer of the said block of land to the Grand Trunk Railway Company?—The Government retained the said block of land for the Grand Trunk Railway Company, at the demand of the Honorable J. Ross, the Chairman of the Company, and of many other gentlemen connected with the Company.

140.—That is not an answer to the question : with whom did you negotiate the transfer of the said land to the Grand Trunk Company?—I do not remember, other than the Hon. J. Ross.

141.—Were any written stipulations in regard to the matter entered into between the Government and Mr. Ross, or any minutes made?—No, to the best of my recollection.

142.—Is the right of purchasing the said block of land still vested in the Government, by virtue of the agreement to sell?—No.

143.—Was the right of the Government under the promise of sale transferred to the said Company?—Yes, in accordance with the promise of sale, the Nuns have sold the block of land to the said Company, or some other gentlemen for the Company, as I have already stated.

144.—Were instructions given by Government to the Grey Nuns, instructing them to deed the said block to the Grand Trunk Railway Company?—Yes, the Commissioners of Public Works consented to the sale in question by the Nuns to the said Company or other gentlemen, as I have stated, and a deed was passed accordingly.

145.—Can you produce a copy of that document?—No, I never had it in my possession ; but I believe I signed the minute of sale. Mr. Doucet was the Notary, to the best of my recollection.

146.—Was not a copy of the papers kept on record in the Board of Works Office?—I believe not.

147.—Mr. Sol. Gen. *Smith*.]—AT the time of the purchase of the property, as you have mentioned, was the part purchased by the Government the most valuable?—Yes, certainly. The whole ground was sold at the same rate by arpent.

*Ordered*,—That the Clerk do notify the Honorable Francis Hincks, and the Honorable John Ross, Members of the Late Administration, that this Committee will meet daily at the hour of ten o'clock, A. M.

Mr. *Brown* moved, seconded by Mr. Dorion (Montreal,) that the Honorable Mr. Cartier, Mr. Mulholland, Dr. Campbell, and Mr. Hugh Allan, be summoned as witnesses in regard to the sale of 200 shares Montreal Mining Company Stock to Mr. Attorney General Ross.

On which the Committee divided ;

*Yeas :*

Messrs. Brown,  
Dorion, and  
Smith, (Northumberland,)—3.

*Nays :*

Messrs. Crawford,  
Loranger,  
Robinson, and  
Sol. Gen. Smith,—4.

So it passed in the negative.

Adjourned until to-morrow, at ten o'clock, A. M.

*Tuesday, 20th March, 1855.*

### COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman.  
MR. BROWN,  
MR. CRAWFORD,  
MR. DORION, (Montreal,)  
MR. LORANGER,  
HON. MR. ROBINSON,  
MR. Solicitor General SMITH.

The Honorable Mr. Ross, a Member of the Late Administration, was in attendance.

### *Hamilton Post Office.*

The Honorable *S. Mills*, a Member of the Legislative Council, Examined :

148.—Mr. *Brown*.] — WAS there a difference of opinion among the citizens of Hamilton as to the proper site to be selected for the new Post Office in that City?—There was.

149.—Where did you conceive the Post Office should have been built?—I considered the lot on the corner of Main and James Streets the best site for it.

150.—Did you exert your influence to have that site selected for the Post Office?—I recommended it.

151.—Did you induce the circulation of Petitions to the Government in favor of that site?—Never; nothing of the kind was ever thought of by me.

152.—In what way then did you exercise your influence to secure the selection of that site?—Simply by application to the Postmaster General, Mr. Morris.

153.—Did you write the Postmaster General, or any other Member of the Government, on the subject?—No.

154.—Were you and Mr. Inspector General Hincks and Mr. Postmaster General Morris the joint owners of land in the immediate neighbourhood of the lot which you desired to have selected as the site of the Post Office?—No, not in the same block.

155.—Were you the joint owners of land in the next block?—Yes, I think we were, and some in the next block beyond.

156.—In whose name or names did the said lots jointly owned by you stand in the Registry Books?—In the names of Mr. Hincks, Mr. Morris, and myself.

157.—How long before the date at which you urged the Postmaster General to select the said site had you effected the purchase or purchases of the said lots?—I think it was in June, 1853, that the lots were purchased; it was some time after that that I spoke to Mr. Morris.

158.—Were the deeds of these purchases originally made in your three names jointly, and registered immediately?—Yes, and registered shortly afterwards.

159.—Who owned the lot on which you desired to place the Post Office?—I think Mr. Ford, of Brockville.

160.—the Hon. Mr. Ross.]—IN what part of Hamilton has the new Post Office building been erected?—In James Street, opposite Davidson's Hotel.

161.—By whom was the present site opposite Davidson's Hotel selected?—Mr. Morris, the Postmaster General.

162.—Is not the present site near to the old Post Office building?—Quite near.

163.—Have Mr. Hincks, Mr. Morris and yourself severed your joint interests in the Hamilton lots which you say you purchased jointly?—A portion of it.

164.—Do Mr. Morris and Mr. Hincks still own the lots released by you to them as their share of the purchase in question?—They do.

165.—At whose suggestion was the present Post Office site in Hamilton selected?—I think it was the Postmaster General's selection.

166.—Mr. Solicitor General Smith.]—WAS the speculation in these lots made with a view to fixing the Post Office in the place you first mentioned?—Not at all.

#### *Point Levi Lots.*

167.—Mr. Brown.]—WERE you concerned in a purchase of Government property at Point Levi in the spring of 1853?—Yes.

168.—How was your attention first called to that property?—Mr. Morris first informed me of the intended sale.

169.—What was the nature of Mr. Morris' communication to you?—He informed me that some property was to be sold, and that we had better examine it, which we did, and suggested that we should purchase it jointly.

170.—After your examination of the property, what steps did you then take towards a purchase?—There were no steps taken until the property was put up at public competition. I was not there myself.

171.—Was an application made to the Clerk of the Crown in Chancery, or to any other party, to sell the property by private bargain?—Yes, Mr. Fortier accompanied me over to Point Levi a short time previous to the sale. I was desirous of ascertaining his views as to the value of the property, when he stated to me that he had had two offers for it, the highest being about £700. I then asked him if he would take upon himself to dispose of it, as I was desirous of having it, and could not be here at the sale. He stated that he thought if I would give £1000 for it he would recommend the Board to take it. I then saw Mr. Hincks, and I informed him of the conversation I had with Mr. Fortier, which proposition he would not listen to, but said the property must be put up to public competition, as it had already been advertised.

172.—Was this the first time Mr. Hincks had been spoken to in regard to the purchase of the Point Levi property, or had he previously agreed to become a joint purchaser with you and Mr. Morris?—I think he had been spoken to before.

173.—Had any other Member of the Executive been invited to share in the speculation?—Not that I am aware of.

174.—Had not the Commissioner of Crown Lands, Mr. Morin, been so invited?—I never heard of it.

175.—What was the extent of the property which you desired to purchase for £1000?—280 arpents, which is about 250 acres: it goes down to low water mark.

176.—Does the property lie on the bank of the St. Lawrence, opposite Quebec, and about three miles above the City?—It lies near the Etchemin, and the Etchemin River runs through it.

177.—Is it on the opposite bank from Spencer Wood, the residence of the Governor General, a short distance above?—Yes, I think so.

178.—How much frontage has the property on the River St. Lawrence?—I believe it is about a half a mile.

179.—Did you purchase the property at auction?—Yes.

180.—Who were concerned with you in the purchase?—Mr. Hincks, Mr. Morris, and Mr. Mathie. The property went higher than I wished to go; £1500 was my limit, it was purchased on our joint account, at £1825, which was high enough, I thought.

181.—Was the deed from the Government made out in your joint names?—It was.

182.—On what was your anticipation of profit from the said purchase, founded? What did you look to for an advance in its value?—That point was not taken into consideration.

183.—Was the Grand Trunk Railway terminus fixed upon at the time of the purchase?—The line of Railway ran through it, but the terminus was not fixed at the time, that I am aware of.

184.—Had the terminus of the Trois Pistoles Road been then determined?—Not that I am aware of.



185.—Was not your purchase made in the expectation of increased value being given to it by the location of the terminus of one or both of these roads?—It was the Railroad running through it, and the river frontage, that gave it value, in my view, but the terminus was not spoken of at the time.

186.—How far is the nearest terminus of the Grand Trunk, since selected, from your property?—I cannot state the distance.

187.—Hon. Mr. Ross.]—WHY did you fix £1500 as the highest sum you would consent to have given for the land at the sale then about to take place?—Because I thought anything beyond that would be no speculation.

188.—Are you now of the opinion that the bargain was not a good one at the price paid?—I think it was enough; I would not give more for it now.

189.—Mr. Brown.]—DID you and your co-partners dispose of a portion of the property? What proportion did you sell, and for what sum?—I decline to answer that question, as I think that, a private matter of my own.

190.—Has the property been divided, or does the balance still stand in your joint names?—The property has never been divided. I think the title stands in my name and Mr. Mathie's. I am not sure whether Mr. Morris' name is in the deed or not. Mr. Fergusson has an interest by subsequent purchase; an undivided fourth.

191.—Why was the name of Mr. Hincks omitted in making out the deed?—I do not know why.

192.—Your share is then three sixteenths of the undivided whole, is it not?—Yes.

193.—Have you offered your share for sale at any time?—Yes, I have.

194.—At what price?—One thousand pounds.

195.—Did you not demand a higher price?—I may have asked a higher price, but would now be willing to take a less.

*Ordered*,—That the Clerk do summon J. P. Sexton, Esquire, City Clerk of Montreal, Ed. R. Demers, Esq., and H. H. Weekes, Esq., Actuary for the Grey Nuns, to give evidence before the Committee, forthwith.

*Ordered*,—That the Clerk do request the attendance of the Honorable Peter McGill, and the Honorable James Morris, Members of the Legislative Council, before the Committee, to give evidence.

*Ordered*,—That the Chairman do move, in the House an Address to His Excellency for copies of all Correspondence, Minutes of Agreement, Promises of Sale, Orders in Council, Deeds, Transfers, Letters of Instruction, or other documents in any of the Public Departments, in regard to the purchase from the community of Grey Nuns, at Montreal, of a certain property on which now rests the north end of the Victoria Bridge, and the transfer of a portion of the said property to the Grand Trunk Railway Company, or to individuals.

On an application from the Hon. Mr. Ross to be furnished with a list of the charges.

*Ordered*,—That the Clerk do furnish Hon. Mr. Ross a copy of the heads of charges as classified by the Chairman.

Adjourned until to-morrow, at 10 o'clock, A. M.

Wednesday, 21st March, 1855.

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman,  
 MR. BROWN,  
 MR. CRAWFORD,  
 MR. LORANGER,  
 HON. MR. ROBINSON,  
 MR. Solicitor General SMITH.

The Hon. Mr. Ross, a member of the late administration, was in attendance.

*Ordered*,—That the Clerk do summon J. M. Grant, Esquire, Secretary Grand Trunk Railway, Montreal, to appear before the Committee to-morrow at 10 o'clock, A. M., and bring all the Stock Books of the Grand Trunk Railway (Montreal and Portland,) with the transfer of shares, shewing the names of the Stockholders and amount of payments for Stock by each Stockholder.

*Ordered*,—That the Clerk do request the attendance of J. M. Ferres, Esquire, M. P. P., before the Committee, on to-morrow, at 10 o'clock, A. M.

Adjourned till 10 o'clock to-morrow, A. M.

Thursday, 22nd March, 1855.

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman.  
 MR. BROWN,  
 MR. CRAWFORD,  
 MR. DORION, (Montreal,)  
 MR. LORANGER,  
 HON. MR. ROBINSON,  
 MR. Solicitor General SMITH.

The Hon. Mr. Ross, a member of the late administration, was in attendance.

*James M. Ferres*, Esquire, a member of the House, Examined :

*Point Levi Sales.*

196.—The Chairman.]—WERE you present at the sale of property, by Government, at or near Point Levi, in the spring of 1853, or any one on your behalf?—There was a gentleman on behalf of myself and another, with authority to bid for us.

197.—What was the sum limited to be bid on your behalf?—£1000.

198.—Did he become the purchaser?—He did not.

199.—Why?—In consequence of the first bids exceeding £1000.

200.—Was any sum paid to him for you or himself, as an inducement not to bid further?—No.

201.—Was any sum paid to any one for abstaining from bidding on the property?—A gentleman told me he was paid £200 for not bidding on the mill property; this was not the property bought by Mr. Mathie.

202.—Give the name of the gentleman if you please?—Mr. Quinn of Quebec; I think his Christian name is William.

203.—Did the property which you wished to purchase bring a fair price at the sale?—I think it brought a very high price.

### *Grand Trunk Railway Stock.*

*J. M. Grant*, Esquire, appeared (in obedience to the summons,) and stated that as he was not Clerk to the Grand Trunk Railway Company, *Mr. MacBean*, the Clerk of the Company, was in attendance, and had the Books required by the Committee in his possession.

*Mr. MacBean* called in, and examined:

204.—*Mr. Brown.*]—WHAT office do you hold in the Grand Trunk Railway Company, and how long have you held it?—I am share and transfer Clerk to the Company since its amalgamation, and to the Canadian section of the Montreal and Portland for several years prior.

205.—At the date of the statute which authorised the incorporation of the Montreal and Portland Line as part of the Grand Trunk, namely, on 10th November, 1852, were any Members of the late Administration holders of Montreal and Portland Stock? If so, who were those members, and what amount of Stock did they severally hold?—I have not the books of the St. Lawrence and Atlantic Line with me, but if the Committee desire I will telegraph for them.

*Ordered.*—That all Stock Books of the St. Lawrence and Atlantic Railway Company, with the transfer of shares, shewing the names of the Stockholders and amount of payments for Stock by each Stockholder be telegraphed for to Montreal.

*Ordered.*—That the Clerk do summon *Colonel White*, of the State of Michigan, to appear forthwith, before the Committee.

The Hon. *John Ross*, Speaker of the Legislative Council stated that he had received from the Clerk the following letter:

COMMITTEE ROOM,

*Tuesday, 20th March, 1855.*

SIR,—The following is a list of the charges being investigated by the Committee to whom was referred the charges against the late Administration, and requested by you to be furnished, viz:

1. Grand Trunk Railway Stock
2. Portland do.
3. Victoria Bridge Lots.
4. Montreal Court House.
5. Point Levi Purchase.
6. Hamilton Post Office.
7. Sault St. Marie Canal.
8. Debentures Toronto.

I have the honor to be, Sir,

Your obedient servant,

T. PATRICK,

*Acting Clk. Com.*

The Hon. *John Ross*,

Speaker Legislative Council.

Mr. *Ross* then requested to be furnished with the following particulars, viz :

1st. A fuller statement of the charges, shewing more particularly the object of the investigation as regards each, and the particular Member or Members of the late Administration against whom they are brought.

2nd. The names of the witnesses by whom they are proposed to be sustained ; and

3rd. The name or names of the accuser or accusers, upon each charge.

The foregoing request is made of the Committee, in order that the Member or Members of the late Administration who are sought to be affected by or connected with the charges before the Committee, may be the better able promptly to meet them, and thus enable the Committee to bring its investigation to a close within a reasonable period of time.

Mr. *Ross* having withdrawn, the Committee deliberated, and resolved unanimously that his request could not be acceded to, but that the most ample time will be given to rebut any evidence given before the Committee.

Mr. *Ross* was then called in, and informed of the decision of the Committee.

### *Sault Ste. Marie Canal.*

Colonel *White*, of the State of Michigan, examined :

206.—Hon. Mr. *Ross*.]—ARE you a citizen of the United States, residing in the State of Michigan?—I am.

207.—Were you in Quebec in the spring of 1853, endeavoring to obtain co-operation in the project of a Northern Michigan Railroad?—I think I was, in company with several other gentlemen.

208.—Did you state that there were valuable tracts of land for sale and settlement in Northern Michigan, on which extensive lumbering might be carried on if a Railway were constructed there?—In connexion with the projected work in Michigan, running from Port Samia to Grand Haven on Lake Michigan, there were tracts of pine lands along that line which might be entered at Government price, \$1.25 cents per acre, the value of which would be greatly enhanced by the construction of such a Railroad, and which would be a continuation west of the Grand Trunk Line through Michigan.

209.—Are you aware that any Member of the late Canadian Administration entered into any kind of arrangement for speculation on such lands, or proposed to do so?—No, I have no knowledge of it.

210.—Are you aware that any rule or practice prevails, either at the Seat of the Federal Government of the United States, or in the separate States, by which public officers, such as the President, Secretaries of State, Governors of State, &c., are prohibited from purchasing public lands out of their own resources ; and is it within your knowledge that purchases of land have been made by such officials in their individual capacity?—I know of no law that prohibits them from purchasing out of private means what they see fit. I can give you an instance : in 1837, the Hon. Lucius Lyon, a United States Senator, was engaged with myself in the purchase of public lands belonging to the United States Government, during the time he held the place of Senator. I know too that the Honorable Daniel Webster was engaged speculating in public lands : he was Senator from Massachusetts. I

remember another instance, when the Hon. Martin Van Buren purchased public property at Oswego, he being President of the United States at the time. Where the sale is open to competition, I have heard no exception taken to public men in any position competing in the purchase of public property. The Commissioner of our State Lands, the Secretary of State, and State Treasurer in Michigan, during the year 1854, were engaged speculating in Michigan State Lands, which were sold at public auction; they were attacked for this through the public press, and they came up before their party convention, when their party refused to give them a re-nomination, owing to the attacks of the public press. There was no other notice taken of it.

211.—Have you ever heard in Michigan, from any quarter on which you placed reliance, that any person connected with the Government of Canada had any interest in the Sault Ste. Marie contract: are not the names of the Contractors well known, and are they not citizens of the United States?—So far as I have any knowledge, no person belonging to the Government of Canada had any interest in the Sault Ste. Marie Canal, and all persons having to do with the Canal are citizens of the United States, to the best of my knowledge.

[The witness here stated that he wished to explain in connexion with his answer to question No. 210, that the Legislature of Michigan had passed an Act authorizing the State Treasurer to loan surplus money at one per cent. per annum rate of interest, which he did to the Banks; and he being interested in these land purchases, the question arose in the minds of the people where the money was obtained to purchase them, and a feeling was created against these persons on a supposition that this money was used for such speculation. That part of the transaction relating to the money was one of the things the people did not approve of.]

212.—*Mr. Brown.*]—BY whom were you invited to give evidence before this Committee?—By the Hon. Mr. Ross.

213.—When you were in Quebec at the time you have referred to, did you apply to Mr. Hincks and other Members of the then Administration to speculate in the pine lands of Michigan?—Mr. Cameron telegraphed to the Directors of the Port Huron and Lake Michigan Railway Company to come down prepared to make arrangements for the construction of the Road; four Members of the Board came down and endeavored to have the work constructed as a continuation of the Grand Trunk Westward from Port Sarnia; and as an inducement to their favoring the work, we brought before them the fact that a profitable speculation in the purchase of pine timber lands by individuals might be made along the line of the intended Railroad.

214.—Was a contract entered into with you for the construction of the said road, and by whom?—It was entered into with Messieurs Gzowski & Co., I believe on the 24th of November, 1853.

215.—Do you know if any of the parties to whom you spoke as to the Michigan pine lands have engaged in the speculation?—As far as my knowledge goes, No.

216.—How are the public lands you have spoken of offered for sale?—The President issues a proclamation fixing the time and place when certain tracts will be offered at public auction; the sale then takes place, at which the lands are sold to the highest bidder, and after such sale the residue is disposed of to the first applicant at the upset price.

217.—Did the Senators and State Officers you have spoken of exercise any official influence in an executive capacity over the price of the public lands, or over the time and mode of sale?—No.

218.—You have said you are not aware that any Member of the Canadian Government had any interest in the contract for building the Sault Ste. Marie Canal ;—have you a knowledge of the private arrangements of the Contractors for that work ?—No, none whatever.

219.—Do you know who those Contractors are ?—Only from general information : I am a Member of the Michigan Legislature, and as such I know from the information given to the House, that the Contractors were Corning & Co., of Albany.

220.—Do you know the names of the parties composing the Company ?— I have no personal knowledge, but have heard that Mr. Fairbanks and Mr. Brookes were Mr. Corning's associates.

221.—Are you aware that on the Canadian side of the Sault Ste. Marie a Canal could have been much more easily constructed than on the American side ?—I have no personal knowledge of the matter.

222.—If a Canal had been constructed on the Canadian side, is it probable that another would have been afterwards constructed on the American side ?—In a conversation with Mr. Hincks, in 1853, Mr. Hincks stated to me that while you are talking about it the Canadian Government will go on and construct the work.

223.—Hon. Mr. *Robinson*.]—DID you hear that the Honorable Mr. Hincks, of Canada, was one of the Contractors, when the matter was before you at the time referred to ?—I did not then, or at any other time.

224.—Hon. Mr. *Ross*.]—HAD you, previously to 1853, been acquainted with Mr. Cameron, and also with the gentlemen composing the firm of Gzowski & Co. ?—Yes, I became acquainted with Mr. Cameron when he resided at Sarnia in 1837 or 1838. I think the first time I saw Mr. Gzowski was in the month of July or August, 1853.

225.—Did you ask Mr. Hincks or Mr. Cameron in 1853 to engage in a speculation in the Michigan timber lands, and did they or not refuse to have anything to do with them ?—In answer to this question, I never made an offer to Mr. Hincks, Mr. Cameron, or any other Member of the Government, in relation to speculation in lands or any other speculations, I simply made a statement of the fact that these lands were Government lands, and that they were of a good quality, and could be entered at Government price, and that by the road being built, they would be greatly enhanced in value. The only proposition I made was to Messrs. Gzowski & Co. ; they utterly refused, as well as all other persons to whom I spoke in Canada, to have any thing to do with these land speculations.

226.—Mr. *Brown*.]—MAY not other Members of your deputation from Michigan have made propositions to Mr. Hincks and other Members of the Administration to speculate in the said lands ?—Not to my knowledge.

227.—Hon. Mr. *Ross*.]—WOULD such offer of speculation be probable without communication of the fact being made to you ?—I should think not.

228.—Mr. *Brown*.]—WAS your joint mission in regard to this " offer of speculation," or was this offer merely incidental to your mission ?—We came here on no speculation, our mission was entirely in regard to the Railroad.

229.—And the land speculation was merely an argument with individuals in favor of the Railroad, was it not ?—Yes, and to induce parties to enter into it.

230.—Then in fact, you could make no offer in the matter ; all you could do was to suggest the speculation to individuals ?—I simply made a statement of the fact.

*Ordered*,—That the Clerk do summon James Hodges, Esq., of Montreal, by telegraph, to appear before the Committee, on to-morrow.

*Ordered*,—That the Clerk do request the attendance of the Honorable Colonel *Taché*, a Member of the Legislative Council, before the Committee, on to-morrow, at ten o'clock.

Adjourned until to-morrow, at 10 o'clock, A. M.

*Friday, 23rd March, 1855.*

COMMITTEE MET.

PRESENT:

MR. SMITH, (Northumberland,) Chairman.

MR. BROWN,

MR. CRAWFORD,

MR. DORION, (Montreal,)

MR. LORANGER,

HON. MR. ROBINSON.

The Hon. Mr. *Ross*, a member of the late administration, was in attendance.

Hon. *John Young*, a Member of the House, Examined:

231.—When you were Chief Commissioner of Public Works, did you recommend to Government the purchase of certain parcels of land at and near Point St. Charles?

*Ordered*,—That Mr. *Young* be allowed to prepare his answer in writing for the Committee on to-morrow.

Adjourned until to-morrow at 10 o'clock A. M.

*Saturday, 24th March, 1855.*

COMMITTEE MET.

PRESENT:

MR. SMITH, (Northumberland,) Chairman.

MR. CRAWFORD,

MR. DORION, (Montreal,)

MR. LORANGER.

The Hon. Mr. *Ross*, a member of the late administration, was in attendance.

*Victoria Bridge Lots.*

Honorable Mr. *Young* attended and handed in his answer to the question given him yesterday as follows:—

231.—When you were Chief Commissioner of Public Works, did you recommend to Government the purchase of certain parcels of land at and near Point St. Charles?—When holding the office of Chief Commissioner of Public Works, in

1852, I saw that an error had been committed in not purchasing a much larger quantity of land at Montreal, for canal purposes, at a time when the same could have been obtained at a small cost; that the increase of commerce in a comparatively few years would compel the acquisition of larger space for Canal Docks, &c.; that much of the land disposed of by Government, near the Canal, would require to be re-purchased, and that if the vacant spaces at Point St. Charles and on both sides of the Canal below the St. Gabriel Lock, were not acquired by the Government for public purposes, the same would be taken up by streets and building lots, and thus render it almost impossible to acquire the land. With this conviction, I obtained the refusal of 35 acres on Point St. Charles, from the Ladies of the Grey Nunnery, and of about 15 acres from the Ladies of the Hotel Dieu, lying in rear of Tate's Dock; and when this was done, I brought my views verbally before my colleagues, who strongly dissenting as to the necessity of any purchase of land, the whole matter was dropped, and the offers of the land expired in July or August, 1852. I retired from my office of Chief Commissioner of Public Works, in Sept., 1852. In January, 1853, having occasion to write a private letter to Mr. Hincks, I took occasion to state that the time would come when it would be a matter of regret that my suggestions for purchasing the land already referred to had not been acted upon, and that I was more than ever convinced that no time should be lost in buying some for public purposes. Mr. Hincks applied to the Department of Public Works for the documents which referred to the lands, but as my views had never been reduced to writing I was called on by the Secretary of Public Works, in a letter dated the 27th January, 1853, to explain the same, which I replied to on the 29th, stating that all the offers of the land had expired, but that I thought I could get the same renewed, and offered my services for this purpose. After a great deal of trouble I succeeded in getting the offer of the land at Point St. Charles and in rear of Tate's Dock renewed, by order of Mr. Hincks and Mr. Chabot, (given to me verbally,) for one month; and at the same time got two other portions of land placed under offer, from the gentlemen of the Seminary, most of which lay on the north side of the Canal, and which had once been under offer to me as President of the Montreal and Kingston Railway Company. The whole amounted to about 100 acres. I got a plan made, and sent it to Quebec, and I was ultimately ordered to close for the whole at a cost of £400 per acre for the land on Point St. Charles, £250 for the land in rear of Tate's Dock, and £350 for the land on the north side of the Canal. I did purchase the whole for account of the Government, in accordance with instructions by letter and telegraph, and the Hon. Mr. Taché came up next day, and completed the details of purchase and terms of payment. All the lands referred to were conveyed to the Government by deed, except the land on Point St. Charles, which, however, was accepted by Government in a Notarial Promise of Sale. I began and completed the whole business connected with the purchase, surveys, boundaries, examining deeds, &c., extending over a period of some seven months; and all the correspondence appertaining to the same is now before the Chief Commissioner of Public Works.

About the close of 1853, (I think,) I was sent for by the Ladies of the Grey Nunnery, and was asked to explain to them how it was that I had bought their land at Point St. Charles for Government, and that now the Government desired to convey the same to Mr. Hodges. I said I knew nothing about the matter, that the land had been bought for Government, and that they were not bound to convey to Mr. Hodges unless they wished, but that if Mr. Hodges would pay a certain amount in cash, they were quite safe in taking a mortgage for the remainder; and it was so concluded.



*Ordered*,—That Mr. Young be requested to attend the Committee on Monday next.

*Ordered*,—That the Clerk do request the attendance of the Honorable Colonel Taché, before the Committee, on Monday next, at 10 o'clock, A. M.

Adjourned until Monday, at 10 o'clock, A. M.

*Monday, 26th March, 1855.*

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland), Chairman.

MR. BROWN,

MR. CRAWFORD,

MR. DORION, (Montreal.)

The Hon. Mr. Ross, a member of the late administration, was in attendance.

*Victoria Bridge Lots.*

The Hon. Mr. Young again Examined :

232.—Mr. Brown.]—DID you purchase any land for the Grand Trunk Railway Company?—Yes.

233.—Was the land purchased by you for the Grand Trunk Company bought before or after that you purchased for Government?—The land which I purchased for the Grand Trunk Railway Company was bought after that purchased for the Government.

234.—Do you consider that the whole property purchased by you for Government was required for Provincial purposes, and should have been retained by Government, or was it advantageous for Government to dispose of the portion transferred to Mr. Hodges?—When I first suggested to the Government the necessity for the purchase of land around the Lachine Canal, I held the opinion that the whole would soon be required for Dock purposes, with the exception of a part of the 35 acres on Point St. Charles, bought from the Ladies of the Grey Nunnery, and now owned by Mr. Hodges, which I supposed might be required as a general Dépôt ground for Railways, or by the Harbour Commissioners, in the event of the Docks at that point being constructed. If the land was not required for Railways I do not think it should have been disposed of.

235.—Mr. Dorion.]—AT the time you made the agreement with the Seminary of Montreal and the Nuns, for the purchase of the property mentioned in your answer to Ques. No. 231, had you been informed that any portion of it was purchased for the Grand Trunk Company or for private individuals?—At the time I purchased the lands referred to in my answer, no lands had been purchased from the Seminary or other religious Corporations, or by private individuals, for account of the Grand Trunk Railway Company. I purchased all the land lying between the St. Lawrence and Lachine Canal, required by the Grand Trunk Company for track and depot purposes, and urged upon them to apply to Government for a part of the 35 acres referred to, but they refused, stating they did not require it.

236.—When did you first hear that a portion of the property was not required by the Government?—I think it was shortly after I had made the purchases for the Grand Trunk Railway Company that I heard that the Government had transferred their interest to Mr. Hodges.

237.—Mr. *Brown*.]—DO you know whether the land transferred to Mr. Hodges by Government was on his individual account, or in trust for the Grand Trunk Company?—I am not aware. The lands purchased by me were conveyed to the Grand Trunk Railway Company, but the 35 acres from the Ladies of the Grey Nunnery were conveyed to Mr. Hodges individually.

238.—Mr. *Dorion*.]—HAS the value of the property in question increased or decreased since the purchase, and to what extent?—I consider that the whole of the land purchased by me for Government, including the 35 acres on Point St. Charles, would sell for at least forty per cent. over cost.

239.—Had it increased or decreased from the time you made the arrangement with the Seminary and the Nuns to the date of the deed of sale from the Nuns to Mr. Hodges?—With the exception of one portion of the land lying on the north bank of the Canal, which was purchased at a very low rate, the lands had not increased in value between the time I purchased from the Ladies of the Nunnery and the time the land on Point St. Charles was transferred from Government to Mr. Hodges.

The Hon. Col. *Taché*, Member of the Legislative Council, Examined :

Several questions were submitted to Col. Taché, which he was requested to answer in writing.

*Ordered*.—That the Clerk do request the attendance before the Committee, of the Hon. James Morris, a Member of the Legislative Council, from Brockville, forthwith.

*Ordered*.—That the Clerk do telegraph the Hon. Peter McGill, a Member of the Legislative Council, at Montreal, to dispense with his attendance before the Committee, as desired by their order of the 20th instant.

Adjourned until to-morrow, at 10 o'clock, A. M.

*Tuesday, 27th March, 1855.*

### COMMITTEE MET.

#### PRESENT :

MR. SMITH, (Northumberland,) Chairman.

MR. BROWN,

MR. CRAWFORD,

MR. DORION, (Montreal,)

HON. MR. ROBINSON.

The Hon. Mr. *Ross*, a member of the late administration, was in attendance.

Mr. *Macbean* again appeared, and produced the Books of the St. Lawrence and Atlantic Railway Company, pursuant to the order of the Committee on Thursday the 22nd instant.

*Ordered*.—That Mr. *Macbean* do attend the Committee on to-morrow, at ten o'clock, A. M.

Adjourned until to-morrow at 10 o'clock, A. M.

Wednesday, 28th March, 1855.

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman.  
 MR. BROWN,  
 MR. CRAWFORD,  
 MR. DORION, (Montreal,)  
 MR. LORANGER,  
 HON. MR. ROBINSON,  
 MR. Solicitor General SMITH.

The Hon. Mr. Ross, a member of the late administration, was in attendance.

J. P. Sexton and Edward R. Demers, Esquires, appeared before the Committee.

Mr. Brown moved, That Mr. Sexton and Mr. Demers, of Montreal, summoned as witnesses by order of this Committee, and now in attendance, be forthwith examined in regard to the charge against Mr. Hincks, in connexion with the Consolidated Loan of the City of Montreal.

On which a question arose whether this charge should be added to the list of charges given to the Honble. Mr. Ross on the 22nd instant.

The room being cleared, the Committee deliberated on the said question; and the Yeas and Nays being called, they were taken down as follows :

Yeas :

Messrs. Brown,  
 Dorion,  
 Loranger,  
 Robinson, and  
 Smith, (Northumberland.)

Nays :

Messrs. Crawford,  
 Sol. General Smith,—2.

So it was carried in the affirmative, and ordered, That the said charge be added to the list previously agreed to.

Mr. Crawford moved, That the accompanying memorandum now settled, of nine different matters, be adopted as the final list of charges to be investigated by this Committee, and that no further charges will be investigated by them; viz :

Memorandum.

1. Grand Trunk Railway Stock.
2. Portland Railway Stock.
3. Victoria Bridge Lots.
4. Montreal Court House.
5. Point Levi Purchase.
6. Hamilton Post Office.
7. Sault Ste. Marie Canal.
8. Toronto Debentures.
9. Montreal Loan.

On which the Yeas and Nays being called for, they were taken down as follows :

| Yeas :                                                                             | Nays :                                    |
|------------------------------------------------------------------------------------|-------------------------------------------|
| Messrs. Crawford,<br>Loranger,<br>Sol. Genl. Smith,<br>Smith, (Northumberland,)—4. | Messrs. Brown,<br>Dorion,<br>Robinson,—3. |

So it was carried in the affirmative, and ordered according y.

*Ordered.*—That the Clerk do inform the Hon. Messrs. *Ross* and *Hincks* of the decision of the Committee.

*Ordered.*—That Mr. *Sexton* and Mr. *Demers* do appear before the Committee on to-morrow at ten o'clock, A. M.

The Hon. Mr. *Ross* was again in attendance.

Mr. *William Macbean*, Share and Transfer Clerk of the Grand Trunk Railway Company, Montreal, Examined :

240.—Mr. *Brown*.]—AT the date of the statute which authorised the incorporation of the Montreal and Portland Line as part of the Grand Trunk, namely on 10th November, 1852, were any Members of the late Administration holders of Montreal and Portland Stock? If so, who were those members, and what amount of Stock did they severally hold?—Yes. The Honorable A. N. Morin, held forty shares, and the Honorable L. T. Drummond held twenty shares.

241.—After 10th November, 1852, did any Members of the late Administration acquire Stock in the *Montreal and Portland*, in the *Quebec and Richmond*, or in the *Grand Trunk* Railway Companies. If so, please state full particulars, the date of the several purchases, the number of shares, the parties from whom the several purchases were made, and the consideration named in the transfer papers; also the amount and date of all bonuses, dividends and interest received on said Stock by any Minister; the date of sale by any Minister of such Stock, and the parties to whom sold?—The Hon. Mr. *Hincks* acquired from Geo. Burns Symes, per Transfer Deed No. 664, now produced, dated 6th June, 1853, one hundred shares of the Montreal and Portland (*i. e.* St. Lawrence and Atlantic) Railroad Company, the consideration mentioned therein being three thousand and thirty-eight pounds, nineteen shillings and two pence currency. Also, acquired from L. H. Holton, per Transfer Deed No. 665, now produced, dated 30th May, 1853, eighty-four shares of same Stock, the consideration mentioned therein being two thousand one hundred pounds.

The original price of the share in the St. Lawrence and Atlantic Railroad Company was fifty pounds currency, (Statute 8 Vic., cap. 25—17th March, 1845,) but by a subsequent Act of the Legislature (12 Vic., cap. 176—30th May, 1849) it was reduced to twenty-five pounds currency.

The interest has been always kept in a separate set of books, which I have not with me; I will furnish copies of interest and bonus accounts so soon as I return to Montreal.

In the new Company, *i. e.* the Grand Trunk Railway Company of Canada, Mr. *Hincks*, by the production of a certificate that he was holder of one hundred and eighty-four shares of the Montreal and Portland Stock, and the payment in cash of twenty-three pounds, six shillings and eight pence currency, scrip was issued

to him for one hundred and fifty-two shares, on 7th October, 1853. Also on the 10th November, 1853, on the production of certificate assigned to him by the Hon. Charles Wilson, now produced, entitling him to ninety-six old shares, date of said transfer being 16th August, 1853—there were issued to him on the payment of two pounds, eighteen shillings and four pence currency, being the fractional difference therein mentioned, seventy-nine shares of Grand Trunk Stock.

He acquired on 8th December, 1853, from *R. D. Collis*, Broker, eighteen shares of Grand Trunk Stock. I had this transfer when last before the Committee; to-day I have it not, but will send a copy of it when I return to Montreal. I may here state that the consideration money generally inserted in such deeds by Brokers is no index to the price really given or received, as they are not desirous of letting their transactions be known but to their employers only.

He acquired on the 15th December, from Henry Chapman, Broker or Merchant, twenty-five shares of Grand Trunk Stock; my statement on the transaction above also applies to this one.

Mr. Hincks thus became proprietor in all, of Grand Trunk Railway Stock, to the extent of two hundred and seventy-four shares in the St. Lawrence and Atlantic branch of it, for we still keep the accounts separate.

On the 26th November, 1853, he sold to Alfred Larocque, per Deed of Transfer No. 16, which was on my former examination exhibited to the Committee, seventy-five shares Grand Trunk Stock.

On the 27th February, 1854, I transferred, at his request, to Register of the Office of the Company kept in London, England, seventy-five shares, which I understood were for the London Market.

On the 20th November, 1854, he sold to J. B. A. Couillard, Merchant, Montreal, per Transfer Deed No. 94, which has been exhibited to the Committee, forty shares Grand Trunk Stock.

On the 1st March, 1855, he transferred to the City and District Savings Bank, Montreal, per Transfer Deed No. 119, which was exhibited to the Committee also on my former examination, forty-three shares of Grand Trunk Stock, leaving him at this date the holder of forty-five shares of this division of the Stock.

On the 7th October, 1853, he acquired from J. F. Bradshaw thirty-one old shares of the Quebec and Richmond Railroad Company, of the price of twelve pounds, ten shillings currency each, and on production of these, and the payment of eight pounds, sixteen shillings and five pence currency, being the fractional difference thereon, there were issued to him thirteen shares of Grand Trunk Stock, Quebec and Richmond section; of this Stock there was transferred to the City and District Savings Bank on the 1st March, per Deed of Transfer No. 2, seven shares of this branch, leaving him at this date proprietor of six shares of this branch, so that he is, between the two branches, holder of fifty-one shares. Mr. Hincks never held any shares of Grand Trunk proper.

The Hon. A. N. Morin, on 9th December, 1853, on production of certificate that he was holder of forty shares of Montreal and Portland (*i. e.* St. Lawrence and Atlantic) Railroad Company, and the payment of three pounds, fifteen shillings currency, received scrip for thirty-three Shares Grand Trunk Stock, which he still retains: said certificate produced.

The Hon. John Ross, on 3rd April, 1854, purchased from J. F. Bradshaw, per Deed of Transfer No. 64, formerly shewn to the Committee, thirty-five shares of St. Lawrence and Atlantic Branch Grand Trunk Stock, which he still holds.

The Hon. R. E. Caron, on the 5th September, 1854, on production of certificate that he held paid up Stock in the Quebec and Richmond Railroad Company to the amount of ten shares, and the further payment of two pounds, ten shillings sterling, received Grand Trunk Stock, five shares, which he still holds.

The Hon. Malcolm Cameron acquired, on the 16th March, 1854, from John Crawford, Broker, per Deed of Transfer No. 59, eighty shares of Grand Trunk Stock, St. Lawrence and Atlantic Branch, and on 19th April transferred the same to the City and District Savings Bank of Montreal by Deed of Transfer No. 66, formerly exhibited to the Committee.

Adjourned until to-morrow, at ten o'clock, A. M.

*Thursday, 29th March, 1855.*

COMMITTEE MET.

PRESENT :

MR. SMITH (Northumberland,) Chairman.  
 MR. BROWN,  
 MR. CRAWFORD,  
 MR. DORION, (Montreal,)  
 MR. LORANGER,  
 MR. Solicitor General SMITH.

The Hon. Mr. Ross, a Member of the late Administration, was in attendance.

*Montreal Loan.*

J. P. Sexton, Esquire, City Clark of the City of Montreal, Examined :

242.—Mr. Dorion.]—DID the Corporation of Montreal negotiate, in 1852, a loan to consolidate its debt?—Yes. The negotiation was not perfected until the 8th January, 1853.

Witness here handed into the Committee certified extracts from the Minutes of the Finance Committee, and are as follows :

*Extracts from the Minutes of the Finance Committee.*

*20th February, 1852.*

PRESENT :

His Worship the Mayor,  
 Alderman Benjamin,  
 Councillor Atwater,  
 “ Leeming.

The Committee considered the expediency of effecting a loan of £100,000 sterling, in England, for the purpose of redeeming over-due Bonds, and of improving the Water Works, and it was thereupon

*Resolved*,—That it be recommended to the Council to authorize the Montreal Bank to negotiate said loan, on the following terms, viz:—at six per cent. interest, and payable, one-third in fifteen years, one-third in twenty years, and the residue in twenty-five years; the loan to be made at par, or under any circumstances at

not more than one per cent. discount, said interest to be payable in London, through the Montreal Bank, semi-annually, and the Bank to be allowed a premium of one per cent. for its trouble, if successful in negotiating the loan.

*To His Worship the Mayor, the Aldermen and Citizens of the City of Montreal,*

The Finance Committee beg leave to report :

That it would be highly advantageous to the Corporation if a loan of one hundred thousand pounds sterling could be effected on its behalf in Great Britain, at six per cent. interest, and payable, one-third in fifteen years, one-third in twenty, and the residue in twenty-five years; provided said loan could be made at par, or under any circumstances at not more than one per cent. discount.

Your Committee, therefore, recommend that the Montreal Bank be requested and authorized to negotiate said loan, on the terms above stated; the interest to be payable in London, through the Montreal Bank, semi-annually; that His Worship the Mayor be requested to enter into arrangements with the Bank for the purpose, and that a premium of one per cent. be allowed the Bank for its trouble, if successful in negotiating the loan.

The whole respectfully submitted.

(Signed)

ARCHD. MACFARLANE,  
EDWIN ATWATER,  
JOHN LEEMING,  
SAMUEL BENJAMIN.

Committee Room,  
City Hall, 25th Feby., 1852.

Adopted 28th February, 1852.

*Monday, 5th April, 1852.*

PRESENT

His Worship the Mayor,

Alderman Leeming, Chairman,

“ Leclaire,

“ Atwater,

“ Whitney,

Councillor Montreuil,

“ Cuvillier,

“ Starnes.

A letter was read, from the Montreal Bank, in relation to the proposed loan, and Henry Judah, Esquire, appeared before the Committee, and gave them certain information respecting the proposed loan, which appears to render it desirable to send his Worship the Mayor to England, to secure its negotiation. In the meantime, the Mayor, the Chairman of the Finance Committee, and Alderman Atwater, were appointed to call on the Montreal Bank on the subject.

*Tuesday, 1st June, 1852.*

PRESENT :

His Worship the Mayor,  
Alderman Leeming, Chairman,  
“ Leclaire,  
“ Atwater,  
“ Whitney, and  
Councillor Starnes.

A letter was read, from Messrs. Baring & Brothers, of London, to the Montreal Bank, detailing the conditions upon which they propose to make the contemplated loan of £100,000.

*Resolved*,—That the Montreal Bank be informed that the Committee are not at present in a position to give a specific answer to Messrs. Baring & Brothers, nor can they be, until the next quarterly meeting of the Council, to be held on the 14th, 15th and 16th inst., and that they trust no inconvenience will result from this unavoidable delay.

*Wednesday, 23rd June, 1852.*

PRESENT :

His Worship the Mayor,  
Alderman Leeming, Chairman.  
“ Atwater,  
“ Leclaire,  
“ Whitney, and  
Councillor Starnes.

*Ordered*,—That the Montreal Bank be informed that the Corporation are unable to accept of the loan on the terms mentioned in that letter.

*Resolved*,—To report to the Council, That this Committee was authorized, on the 28th February last, to negotiate a loan of £100,000, through the Montreal Bank, at six per cent. interest, and payable,  $\frac{1}{3}$  in 15,  $\frac{1}{3}$  in 20, and the residue in 25 years; that difficulties have been met with by the Committee in the course of these negotiations, that offers to negotiate the loan have been received by the Committee from other quarters, and that therefore it is necessary the authority to this Committee be so extended as to enable them to effect the loan through such other suitable channels as may offer, provided the loan be made on terms not less favorable than those already authorized to be given; and the Committee submit the draft of an amendment to the Charter of Incorporation in relation to the matter which the Committee find will be necessary to satisfy any capitalist disposed to make the loan.

REPORT.

*To His Worship the Mayor, the Alderman and Citizens of the City of Montreal.*

THE FINANCE COMMITTEE RESPECTFULLY REPORT :

That on the 28th February last past, your Committee were authorized to negotiate a loan in London (Great Britain,) through the Montreal Bank of this City, for the sum of £100,000 sterling, at six per cent. interest, the said loan to



be payable as follows, viz: one-third in fifteen years, one-third in 20 years, and the residue in 25 years; provided said loan could be made at par, or under any circumstance, at not more than one per cent. discount; and a premium of one per cent. was authorized to be allowed the Bank for its trouble, if successful in effecting the said loan.

That difficulties have been met with by your Committee, in the negotiation, commenced under the authority so given, which it may not be in the power of your Committee to overcome; that overtures to negotiate the said loan have been received by your Committee from other quarters than the highly respectable and influential one mentioned in the authority delegated to your Committee in February last, which it may be desirable for your Committee, in the interest of the Council, to accept, and your Committee therefore recommend that the authority given them on the 28th February last past, to negotiate the said loan, may be so extended as to enable your Committee to effect the said loan, not only through the Montreal Bank, but also through such other suitable channels as may offer.

And in relation to this important matter your Committee also submit herewith the draft of a Bill to amend the Charter of Incorporation of this City, which it will be necessary to have passed by the Legislature of this Province before the negotiations entrusted to your Committee can be brought to a successful issue. The provisions of this Bill being necessary for the security and satisfaction of Capitalists at a distance, disposed to make the required loan.

Your Committee therefore recommend that the said Bill be approved of by the Council as now prepared, or with such alterations thereto as may be thought fit, and that measures be adopted by the Council to have the said Bill presented in the form approved of, to the Legislature, at its next Session, to be then passed into a law.

The whole, nevertheless, respectfully submitted.

(Signed,)

JOHN LEEMING, Chairman,  
A. MONTREUIL,  
EDWIN ATWATER,  
FRS. LECLAIRE,  
H. H. WHITNEY,  
H. STARNES.

Committee Room, City Hall,  
23rd June, 1852.

Adopted 2nd July, 1852.

*Tuesday, 13th July, 1852.*

PRESENT:

His Worship the Mayor,  
Alderman Leeming, Chairman,  
“ Atwater,  
“ Whitney,  
Councillor Starnes,  
“ Cuvillier.

*Resolved*,—That the draft of a Bill, submitted to, and adopted by the Council on the 2nd instant, to obtain a loan in England for £100,000 currency, shall be reconsidered, with a view to amend the same by adding thereto the section now before this Committee, which provides for the obtainment of the loan on terminable annuities.

25th October, 1852.

PRESENT.

His Worship the Mayor,  
 Alderman Leeming, Chairman,  
 " Whitney,  
 " Leclaire,  
 " Atwater,  
 Councillor Cuvillier,  
 " Starnes.

*Resolved*,—That the Chairman and Councillor Starnes be requested to proceed to Quebec, their presence there being deemed essential to forward the interest of the Corporation in reference to the loan of £100,000 to consolidate the debt of the City.

Monday, 8th November, 1852.

PRESENT :

His Worship the Mayor,  
 Alderman Leeming, Chairman,  
 " Atwater,  
 " Whitney,  
 Councillor Cuvillier,  
 " Starnes.

The Committee having considered the Consolidated Loan Bill, it was  
*Ordered*,—That an advertisement be prepared for tenders for said loan,—referring to the Act, and embodying as much of it as may be necessary.

Saturday, 13th November, 1852.

PRESENT :

His Worship the Mayor,  
 Alderman Leeming, Chairman,  
 " Leclaire,  
 " Atwater,  
 " Whitney.

*Resolved*,—That the Members of the Committee take into consideration, with a view to determine, at their next meeting, at what period the Bonds to be issued under the Consolidated Loan Act shall be made payable, and specially if they shall be made payable as follows, viz:—

£20,000 in five years.  
 30,000 in ten years.  
 42,000 in fifteen years.  
 58,000 in twenty years.

18th November, 1852.

## PRESENT :

Alderman Leeming, Chairman,  
 " Atwater,  
 " Whitney,  
 Councillor Cuvillier,  
 " Starnes.

*Resolved*,—That tenders be advertized in the leading papers of the city for a loan of £150,000, which the Corporation is authorized to make by a recent Act, to be received at the City Hall until the fifth of January next, for which Bonds will be issued as follows :

£20,000 in five years.  
 30,000 in ten years.  
 40,000 in fifteen years.  
 58,000 in twenty years.

Coupons for the interest payable semi-annually either in London, New York, or Montreal, to be attached to each Bond.

No Tenders to be received for less than £1000, and no Bond in a less sum than £500 to be issued.

Tender to state amount of Bonds, the rate of interest, and place of payment required.

Wednesday, 5th January, 1853.

## PRESENT :

His Worship the Mayor,  
 Alderman Leeming, Chairman,  
 " Atwater,  
 " Whitney,  
 " Leclaire,  
 Councillor Montreuil,  
 " Cuvillier,  
 " Starnes.

On motion of Alderman Whitney, seconded by Councillor Starnes, it was

*Resolved*,—That the Tenders received for the loan of £150,000 be now opened, that no further tenders be received from any persons in this country, or any other, except such as may be received by the *Asia* Steamer, now overdue; and that the proceedings of this meeting be kept strictly secret till the next meeting after the arrival of the *Asia*.

The following tenders were then opened :

|    |                                                      |         |
|----|------------------------------------------------------|---------|
| 1. | From the Quebec Saving's Bank at par,                | £10,000 |
| 2. | " Estate Joseph Masson, "                            | 11,000  |
| 3. | " City and District Savings Bank "                   | 25,000  |
| 4. | " City Bank, "                                       | 6,000   |
| 5. | " Moss, Brothers; at 7 per cent                      | 3,000   |
| 6. | " Montreal Bank, blank till arrival of <i>Asia</i> . |         |

Saturday, 8th January, 1853.

PRESENT :

Alderman Leeming, Chairman,  
 “ Atwater,  
 “ Whitney,  
 “ Leclaire,  
 Councillor Montreuil,  
 “ Cuvillier,  
 “ Starnes,

A tender was opened and read from the Commercial Bank of London, dated 17th December, 1852, for the whole amount of £150,000 advertised for by the Corporation, at par.

The Tender was accompanied by a letter from A. Simpson, Esq., of this City, praying that the Bills of Exchange on the Commercial Bank be negotiated through the Bank of Montreal, should their tender be accepted. After due and mature consideration it was,

On motion of Councillor Starnes, seconded by Alderman Leclaire,

*Resolved*,—That the Tender of the Commercial Bank of London be accepted, and that the Chairman of this Committee be authorized and requested to call personally on Mr. Simpson, this evening, to communicate to him the decision arrived at, to negotiate with him as to the question of Exchange, deposits, &c., and to report to the Committee the arrangements and terms agreed upon.

WOLFRED NELSON, Mayor,

Certified,

(L. S.) J. P. SEXTON,  
 City Clerk.

243.—With whom did the Corporation first enter into negotiation about this loan, and when? State particulars of the negotiation.—With the Montreal Bank. On the 20th February, 1852, the Finance Committee of the City Council of Montreal considered the expediency of effecting a loan of £100,000 sterling, in England, to redeem overdue Bonds, and improve the Water Works. They then Resolved to recommend to the Council to authorize the Montreal Bank to negotiate the loan at six per cent. interest, the loan itself to be payable, one-third in fifteen years, one-third in twenty years, and the residue in twenty-five years, the loan to be made at par, or at all events not more than one per cent.; the interest to be payable in London semi-annually—the Montreal Bank to be allowed a commission of one per cent. for negotiating the loan.

244.—Was that negotiation with the Montreal Bank brought to a successful termination?—It was not. A Report was made to the Council by the Finance Committee, recommending, as Resolved by them on the 20th February, 1852,—which Report was adopted by the Council on the 28th of the same month. The Mayor and Members of the Finance Committee had subsequent interviews with Mr. Simpson of the Montreal Bank, and he, no doubt, communicated with his friends in England. At a Meeting of the Committee on the 5th of April, 1852, a letter was read, from the Montreal Bank, which induced the Committee to think that some difficulties had arisen in the way of the negotiation being successfully carried out: up to that time the Committee, or those Members of it that took the

most active part in the matter, were confident that the negotiation had been carried on very successfully, and that the loan would be made. Some of them had expressed themselves to that effect in the Council, in answer to questions put to them concerning the loan. At a meeting held on the 5th of April, the Finance Committee thought it desirable that the Mayor should be sent to England to secure the negotiation of the loan. My belief is, that the Mayor was to have gone to England to negotiate the loan, otherwise than with Baring, Brothers & Co., if necessary,

245.—Would you state what was the nature of the information given by Mr. Judah on the subject of the loan, when he appeared before the Committee on the 5th April, 1852?—I cannot state from personal knowledge, for I do not recollect positively that I was present exactly at the moment when Mr. Judah made the communication.

246.—Did the Committee report their intention of sending the Mayor to London to negotiate the loan, and was that recommendation acted upon?—They did not report to the Council, but an informal meeting of as many Members of the Council as could be assembled was held on the subject. The other Members did not appear to participate in the views of the Committee, and the design was dropped.

247.—Had you, or the Council, any further communication with the Bank of Montreal before the negotiation was broken?—Subsequently, on the 1st June, 1852, another meeting of the Committee was held, at which a letter was read from Baring, Brothers & Co., offering to make the loan upon very stringent conditions, contained in the letter; which the Committee, at a subsequent meeting, determined not to accept. The letter of Messrs. Baring, Brothers & Co., referred to, was addressed to the Cashier of the Montreal Bank, and communicated through him. The Committee then reported to the City Council that difficulties had been met with in the negotiation of the loan they had been authorized to make through the Bank of Montreal, which were insurmountable,—that they had received overtures to negotiate the loan from other quarters, which it might be desirable to accept, and that, in consequence, they asked the Council to extend the authority delegated to them, so that they might be enabled to effect the loan from any channel that might offer; at the same time they submitted to the Council a draft of an Act which they thought it might be necessary to have passed by the Legislature, to secure the successful carrying out of the negotiation: this Act was intended to give increased security to the capitalists who gave the loan.

248.—From whom were these other overtures you have just spoken of, and what were their terms?—I only know from what was openly and freely stated in the Committee in my presence. It was there stated the overtures were from the Honorable Mr. Hincks, and the draft of the Act mentioned was received from him; the conditions were that the Corporation was to receive ninety-eight per cent.

249.—Did the Council act upon this last Report of the Committee?—They adopted it, and it necessarily followed that they might negotiate with whom they pleased. There was only one person named as having made overtures, and that was Mr. Hincks: the draft of the Bill giving additional security to the lenders was furnished by Mr. Hincks, and it was expected and repeatedly stated that he would get the Bill passed into a law. Under these circumstances it would be due to him that he should have the negotiation of the loan, and no one entertained an idea seeking to negotiate with any one else.

250.—Was a Bill introduced in Parliament in conformity to the draft submitted by Mr. Hincks? and can you produce it?—It was; but amendments were suggested to it by Mr. Hincks, before it was finally passed. The first draft submitted by the Committee to the Council, was approved by the Council; was afterwards re-considered by the Committee, with a view to amend it; and it was finally passed into a law, as amended. (Witness here produced the draft of the Bill with amendments written upon it, partly in ink and partly in pencil.)

251.—What is the pencil memorandum written at the top of the first page of the draft of the Bill, and by whom was that memorandum written?—The pencil memorandum is in the following words, “The pencil notes are merely suggestions for Mr. Hincks’ consideration; those in section one are mere changes of style, not of substance; as Mr. H. observed, we can alter the substance hereafter, if necessary.”

“G. W.”

I believe in the hand-writing of the Law Clerk of the Assembly.

252.—Was the negotiation with Mr. Hincks considered to be closed when the Bill passed?—It was, as I have already stated, perfectly understood and agreed upon by the Mayor and all the Members of the Committee, that the loan was to be made through Mr. Hincks so soon as the passing of the Bill would allow of its being made according to its provisions.

253.—Did Mr. Hincks carry out his agreement, and did he pay any money to the Corporation on account of the loan?—Before the Bill could be passed, in the month of July, 1852, the Corporation were desirous of obtaining an advance of money on account of the contemplated loan, and they did obtain it through Mr. Hincks, at the Bank of Upper Canada, or the Agency of that Bank in Montreal. The amount so obtained was £18,000.

254.—What correspondence took place between Mr. Hincks and the officers of the Corporation on the subject of this advance?—I had no correspondence with Mr. Hincks. I have reason to know that the Mayor had correspondence with him on the subject. I have seen a letter from Mr. Hincks to the Mayor, written, no doubt, in answer to one previously received by him from the Mayor, in which Mr. Hincks communicated that a credit would be opened for the Corporation, with the office of the Bank of Upper Canada at Montreal, pending the negotiation of the loan, for at least £15,000, probably £20,000 if necessary.

255.—Did you apply for that money at the Bank of Upper Canada, and with what result?—I did not apply, but the Treasurer did, and eventually obtained it.

256.—What answer did the Treasurer receive on applying for the same, and have you any correspondence to show how it was obtained?—The first application was made by the Treasurer before the receipt of the letter just alluded to. He informed me that he had been told by the Bank, that no credit had been opened for him; that they had received no instructions. His application was made after a telegraph despatch had been received by the Mayor, in Montreal, from Mr. Hincks, at Quebec, informing the Mayor that the Bank of Upper Canada would give him all he wanted. Not obtaining the money, a telegraphic communication was sent to Mr. Hincks, and afterwards another was received from him on the 24th July, 1852, in these words: “Let Wenham ask for instructions from Toronto; probably mailed yesterday.” Immediately or soon after, a credit was opened for the Corporation at the Agency of the Bank, and money paid as demanded.

257.—Was any minute kept of the various negotiations between Mr. Hincks and the Finance Committee and the Mayor or other officer of the Corporation?—No, there is no mention of Mr. Hincks' name in any of the Records of the Corporation.

258.—Was not this reserve as to Mr. Hincks' connexion with these negotiations studiously maintained, and is it not a fact that many members of the Corporation were kept in ignorance of the party negotiating until the fact was forced out in a debate in Council?—No unnecessary publicity was given to the connexion Mr. Hincks had with the negotiation. The negotiation being intrusted by the Council to the Finance Committee, the fact was well known to all the Members of that Committee, and I believe to some Members of the Council besides. Many Members of the Council knew nothing about it until the debate referred to in the question took place in the Council.

259.—Did not that debate originate with a member seeking information on the subject; and how was the matter brought before the Council?—I do not think it did. The debate was on the 25th of August, 1852, and arose out of the Fire Loan question; it was then suggested to change the form of the aid intended to be extended by the Council to the sufferers by the conflagration at Montreal in July, 1852, and the Trust and Loan Company was mentioned in connexion with the same. Thereupon, Mr. Marchand spoke in severe terms of Mr. Judah, who represented the Trust and Loan Company, designating him as the agent of an agent, stating that the latter was a person in high position, who had already made, or was about to make, £2000 or £3000 out of the Corporation for negotiating the Consolidated Loan, and not satisfied with that, was anxious to make more out of the Fire Loan. The name of the person in high station alluded to was not given, but the Members of the Finance Committee and many others perfectly understood that Mr. Hincks was the person alluded to.

260.—Is it not apparent from the nature of the negotiations, that communications connected therewith must have passed between the Mayor, or some other party for the Corporation, and Mr. Hincks; and would it not have been in the regular course of business that all communications between them on the subject should have been placed on record in the office of the Corporation?—The communication carried on with Mr. Hincks in reference to the negotiation was principally through the Mayor, and to some extent, at least, through the Chairman, Alderman Leeming. In the regular course of business all communications from or to the Corporation should be made by or to me, as City Clerk. In that case there would have been a record of such correspondence.

261.—Was the correspondence you have seen from Mr. Hincks, on the subject of this loan, marked private?—I think the letter spoken of in a former answer was so marked, but the telegraphic despatches were not. Both letter and despatches were placed in the hands of the Treasurer, where it was that I saw them.

262.—Was the loan finally effected from Mr. Hincks, and if not, state when and how the matter was abandoned?—The debate which took place in the Council on the 25th August, 1852, was reported in the *Montreal Herald* on the 27th of the same month, and that I believe led to a discussion in the House of Assembly on the subject of Mr. Hincks' connection with the negotiation. Soon afterwards I was informed by the Members of the Committee, that in consequence of the discussion Mr. Hincks had broken off the negotiation. The Committee then advertised for tenders. They received six tenders in all, and, ultimately, on the 8th January, 1853, accepted that of the Commercial Bank of London, England, for the whole amount of £150,000 at par.

263.—Then the Corporation not only obtained £50,000 more than Mr. Hincks had arranged for, but saved the Commission of two per cent. which Mr. Hincks was to have received?—By this means they saved the Commission of two per cent. which was to have been paid to Mr. Hincks for effecting the loan.

264.—What became of the £18,000 advanced by the Bank of Upper Canada to the Corporation on instruction from Mr. Hincks?—The City Treasurer will be able to state positively all particulars in relation to this matter; to the best of my recollection, City Bonds at six months were given to the Bank of Upper Canada for the amount, which were afterwards paid by the City when they became due. I think these Bonds were given at the periods their several amounts were received, but I speak from memory; I signed the Bonds.

265.—Hon. Mr. Ross.]—WHO had charge of the Bill to enable the Montreal Corporation to consolidate their debt, and conducted it through the House of Assembly, (draft of which you have produced)?—I cannot remember at this period of time, but I think it was Mr. Badgley.

266.—Upon whose credit was the loan from the Bank of Upper Canada, of which you have spoken, obtained?—Mr. Hincks obtained the credit from the Bank of Upper Canada for the City, and the Bond was given for the amount in the way I have stated.

267.—Was not the Montreal City loan at last made through the intervention of the Montreal Bank with the Commercial Bank of London, in procuring from the latter institution a tender at par for the sum of £150,000, and was not the Montreal Bank paid a Commission for such intervention?—The tender of the Commercial Bank of London was made directly from the Bank itself, but was received by the Corporation through the Montreal Bank. The Montreal Bank was not paid any Commission, but in the same Resolution of the Finance Committee by which the tender of the Commercial Bank was accepted, the Chairman of the Committee was authorized to call on the Cashier of the Montreal Bank, to negotiate with him as to the question of exchange deposits, &c., which would be necessitated by the loan.

Witness handed in the following letter :

BANK OF MONTREAL,

MONTREAL, 8th January, 1853.

SIR,

I beg to hand you herewith a tender from the Commercial Bank of London made at my recommendation for the whole of the loan of £150,000 required by the Corporation of the City of Montreal, the result of which be pleased to communicate to me in time for Monday's Mail.

Should this tender be accepted no charge will be made, either by this Bank or by me, upon the transaction, but I would desire to stipulate that the Bills of Exchange to be drawn by the Corporation on the Commercial Bank of London, be negotiated through the Bank of Montreal; the proceeds thereof be deposited in that Institution, and be drawn out for the ordinary disbursements of the Corporation by the cheques of the Treasurer, as usual.

I may also add that any amount less than the whole £150,000 would not be accepted.

I remain, Sir,

Your obedient servant,

A. SIMPSON,

Cashier.

J. P. SEXTON, Esquire,  
City Clerk, Montreal,



268.—Had not Debentures of Canadian City Corporations advanced in value between the 1st June, 1852, and the 1st January, 1853, both in England and in Canada?—I know not, but am perfectly satisfied that the additional security afforded by the provisions of the Act referred to, passed for the purpose of enabling the Corporation to make the loan in question, must necessarily have augmented the value of the Corporation Bonds of the City of Montreal.

269.—Then, in fact, Mr. Hincks' suggestions regarding the provisions of the Bill were very advantageous to the Corporation in the negotiation of their loan, according to your opinion?—In my opinion they were.

270.—Mr. *Dorion*.]—COULD a credit for £18,000 have been obtained from the Bank of Upper Canada by the Corporation without Mr. Hincks' interference?—I do not think it could.

271.—Was not the negotiation with regard to this advance carried on exclusively by Mr. Hincks with the Bank of Upper Canada, and is it not the case that the Corporation only had to apply to the Bank for the money?—The negotiation was exclusively carried on through Mr. Hincks. All we had to do was to apply to the Bank for the money.

272.—Hon. Mr. *Ross*.]—ARE you aware of any loan obtained from the Montreal Bank or any other Bank in your city previous to the loan from the Bank of Upper Canada by your Corporation, and if so, state the amount or amounts of such loan or loans?—At this period I do not recollect of any having been made, and I do not believe that any was made.

The Hon. Mr. *Ross* put in the following, in reference to a portion of Mr *Macbean's* evidence given before the Committee yesterday :

“Mr. *Ross*, as President of the Grand Trunk Railway Company, objects to the witness *Macbean* giving the names of private parties mentioned in the Stock Books of the Company, and contends that the amount of the several parcels of Stock held by any Member or Members of the late Administration, the period when acquired and the period when re-sold, if re-sold, is all that can properly be required from *Macbean*, as Transfer Clerk to the Company;—that the private affairs of the Company ought not to be exposed to the Committee, and that the period of the purchase of Stock by any Member of the late Administration would enable the Committee to determine how far such purchase or purchases may or may not have been made in relation to the amalgamation, and with a knowledge of that arrangement not possessed by others willing to buy or sell the Stock. Mr. *Ross* offered to obtain and lay before the Committee the prices paid for the several parcels of Stock bought by Mr. *Hincks*.”

Adjourned until to-morrow, at ten o'clock, A. M.

Friday, 30th March, 1855.

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman.  
 MR. BROWN,  
 MR. CRAWFORD,  
 MR. DORION, (Montreal,)  
 MR. LORANGER,  
 HON. MR. ROBINSON.

The Hon. Mr. Ross, a Member of the late Administration, was in attendance.

*Victoria Bridge Lots.*

James Hodges, Esquire, Agent for the Contractors on the Grand Trunk Railway, Examined :

273.—Hon. Mr. Ross.]—DID you become the purchaser of some property at Point St. Charles, acquired from the Grey Nuns through the intervention of Mr. Young and Col. Taché?—Yes.

274.—Did you take the conveyance direct from the Grey Nuns Corporation to yourself?—Yes.

275.—Did you buy the property conveyed to you as a private speculation of your own?—No.

276.—Was it bought for the uses of the Contractors for the erection of works connected with the Bridge, and when the works are completed, for the uses of the Grand Trunk Railway?—Yes.

277.—Was any Member or Members of the late Canadian Administration directly or indirectly interested with you in the purchase in question?—Most certainly not; if they had been I should have had nothing whatever to do with the purchase of the property.

278.—Are you or are you not satisfied that the whole of the property so purchased, will be required for the uses of the Grand Trunk Railway Company?—Yes, it will be required for that purpose.

279.—In transferring it to the Grand Trunk Company do you propose to exact a profit on the property, or do you propose to transfer it at its original cost, adding interest?—At the original cost; we make no profit on it.

280.—Mr. Brown.]—TO whom do you allude when you use the word "we" in your last answer?—The Grand Trunk Contractors; I represent them.

281.—Did you from the first represent the Contractors in the purchase referred to, and was the property conveyed to you personally by instructions from them?—Yes.

282.—Have you had other properties conveyed to you personally in the same manner for the use of the Contractors?—Yes, always.

283.—Did you conduct the negotiations with the Government for the said purchase?—No, Mr. Cartier and Mr. Doucet did it in the usual way; they know more about the matter than I do.

284.—The Chairman.]—WHAT was the reason for land being conveyed to you instead of the Contractors?—It is conveyed to me rather than to the Con-

tractors for facility of transferring the same. It is usually so done. I took many of the deeds, of the right of way, in my own name.

285.—Was the consideration paid by money of the Contractors, or by whom, and how?—By money of the Contractors; by myself.

286.—Were the conveyances of Station Lands made to you in every case, or were there some and what exceptions?—The instructions were that all Station Lands in my own district should be conveyed to me. My district extends from Montreal to Kingston.

### *Montreal Loan.*

*Edward R. Demers, Esquire, City Treasurer, Montreal, Examined:*

287.—Mr. *Dorion.*]—DID the Corporation of Montreal negotiate, in 1852 or 1853 a loan to consolidate its debts?—The Corporation of Montreal negotiated a loan in 1852 for the purpose of consolidating the City Debt, and to improve and extend the Water Works.

288.—With whom did the Corporation first enter into negotiation about this loan?—The Corporation entered into negotiations in the first instance with the Bank of Montreal.

289.—Were these negotiations brought to a successful termination?—They were. Finally we succeeded through the Bank of Montreal, but they were interrupted at one time.

290.—Pending these negotiations was there any other proposal made to the Corporation, or to the Finance Committee, or to any officer of the Corporation?—There were some other proposals made.

291.—By whom, and on whose behalf, were these new propositions made?—I have no personal knowledge of that.

292.—How did the first negotiation with the Bank of Montreal end, and what was the cause of it?—The first negotiation with the Bank of Montreal were ended in consequence of stringent conditions which Baring, Brothers & Co., wished to impose upon the Corporation previously to making the loan.

293.—Have you any letters from Messrs. Baring, Brothers & Co., or from the Montreal Bank, on the subject of these negotiations, and will you produce the same?—I have two letters from them, which I produce:

A. Simpson, Esquire,  
Cashier of the Bank of Montreal,  
Montreal.

LONDON, 26th March, 1852.

SIR,—We enclose copy of our lines of 19th instant, and have since had some conversation with Mr. Hincks, now here, on the subject of the proposed Montreal City Loan, and have explained to him some of the difficulties which interfere with its negotiation. These conversations will be renewed during his stay here, and as he tells us that he conceives that there is no immediate urgency for a decision, we shall talk the matter overfully with him, so that he will be able to communicate our views to you on his return.

We have the honor to be respectfully, Sir,

Your obedient servants,

BARING, BROTHERS, & Co.

A Simpson, Esquire,  
Cashier of the Bank of Montreal,  
Montreal.

LONDON, 4th May, 1852.

SIR,—We have received your letter of the 17th April, as well as your previous correspondence, and we learn by your last advices, as Mr. Hincks had previously communicated to us a few days ago, that the wants of the Corporation of Montreal are more pressing than we had supposed. As it is possible that the Corporation has relied on assistance from us, we hasten to inform you on what terms we are ready to afford that aid. Unfortunately the credit of the City of Montreal is not what it ought to be, or probably what it deserves to be, but the well known fact that some of its overdue liabilities have been left unpaid, and that, not very long ago, an amount of Montreal City Bonds has been negotiated here at a very low price, is prejudicial to the sale of a fresh issue of its Bonds. We do not feel, therefore, desirous of purchasing the £100,000 6 per cent. Bonds, at a higher price than ninety-five pounds sterling for every hundred pound Bond, without any accrued interest, and we should only give that price on the following conditions.

That it be evident that the amount issued will suffice to finish the Water Works, and pay off and withdraw all overdue liabilities.

That the Corporation shall make no further issue of Bonds.

That an annual sinking fund of 2 per cent., be applied by investment in such first rate British, Canadian, or American securities, with the joint approval of the Corporation and ourselves, and under our control, until a sufficient amount be accumulated for the redemption of this issue of Bonds.

That the property and revenues of the City satisfy you that they suffice, after meeting all other engagements, to pay the interest and sinking fund on this issue.

That the Bond be in such a form as shall be current here, similar to the Quebec City Bond, or some approved model, bearing 6 per cent. interest, payable half-yearly at our counting-house on presentation of the dividend warrants, and that the Bond be payable also at our counting-house either in pretty equal proportions at the end of 15, 20, or 25 years, or all at the end of 20 years, as the Corporation may prefer.

That the requisite funds for the payment of interest and principal be in our possession at least a month before such payment be due.

That a commission of 1 per cent. be paid to us on the amount of each dividend, and  $\frac{1}{2}$  per cent. on the redemption of the principal.

We should recommend that the Bonds be half of £500 each, and half £100 each.

On these terms we are ready to purchase the £100,000 Bonds, but as we do not wish them to be divided, it is understood that this offer is not made unless we purchase the whole.

Should the Corporation be unable or unwilling to accept these terms, we are ready, in order to obviate any inconvenience to the City, to advance fifty thousand pounds on the deposit with us of the whole amount of Bonds for £100,000, it being understood that we shall be repaid at the end of six months from the commencement of the loan, with interest at the rate of 5 per cent. per annum, and  $\frac{1}{2}$  per cent. banking commission. Of course we do not insist on all the previous conditions in case the operation is confined to a temporary loan.

We send this by the American Steamer, and shall write again by the regular mail, of 8th instant, if we have anything to add.

We remain respectfully, Sir,

Your obedient servants,

BARING, BROTHERS, & CO.

294.—Were the propositions of Messrs. Baring, Brothers, & Co. contained in their letter of the 4th May accepted or refused?—They were refused.

295.—After these negotiations were broken off did not the Finance Committee carry on some negotiation with Mr. Hincks with regard to the loan in question?—Yes.

296.—Had you any conversation with Mr. Hincks on the subject of this loan, and did he name to you any person on whose behalf he was acting?—Yes, I had some conversation with Mr. Hincks on the subject. I wrote him a letter by desire of the Finance Committee, soliciting his assistance in effecting the desired loan. He did not name any person on whose behalf he was acting.

297.—What was the object of the interview you had with Mr. Hincks? Where did that interview take place? Did you call upon him or were you required to meet him?—The object of the interview on the part of Mr. Hincks was to get from me a statement of the assets and liabilities of the City. The Mayor was present, and I was at the office on that day (18th July) by assignation, having promised the Mayor and Mr. Hincks to be there, and to make out for them the required document. The letter now produced was written whilst Mr. Hincks was in my office, and handed to him by me after making a copy: and is as follows:

CITY HALL,  
MONTREAL, 19th July, 1852.

SIR,—Referring to the conversion which took place yesterday, between you and the Mayor of this City, I have the honor to state that the Corporation is desirous of effecting a loan in England of one hundred thousand pounds upon its debentures, redeemable in thirty years, in the form of an annuity, that is to say, that besides the legal interest of six per cent. per annum, a per centage of one and a half per cent. on the amount borrowed will also be paid annually, in deduction of the principal, which amount, at the end of thirty years, will have liquidated the principal debt, or nearly so.

Forty thousand pounds of the contemplated loan will be applied to extend and improve the Water Works, and the remaining sixty thousand pounds to liquidate the small Corporation Bonds of from £50 to £200, now in circulation. And the Corporation are prepared to mortgage the real estate owned by them, valued at £101,094, as per accompanying statement, and to pledge the annual revenue of the City, amounting to from £39,000 to £40,000, (a Statement of which also accompanies this letter) as security for the punctual payment of the interest at six per cent. per annum, as well as for the payment annually of the one and a half per cent. on the amount borrowed, towards the extinction of the principal debt, both payable in London.

I am therefore instructed by the Finance Committee to solicit your assistance, and to request that you will endeavour to obtain the desired loan through any channel you may deem fit, on the most advantageous terms; and should it be impossible to obtain this loan at par, the Committee are willing to allow a discount of two per cent. on the face of the Bonds, which per centage must include all commission, as they are not authorized by the Council to sacrifice a larger amount in order to obtain the funds in question.

I have the honor to be, Sir,

Your most obedient servant,

E. DEMERS,  
City Treasurer.

The Hon. Francis Hincks,  
&c. &c.,

Montreal.

298.—Did Mr. Hincks require a new Act of Parliament in order to give additional security to the lender?—I have no personal knowledge of this.

299.—Have you seen a draft of a Bill sent from England to the Corporation, and by whom was that sent?—I have seen the draft of a Bill sent to the Corporation, but I don't know by whom.

300.—What were the conditions on which Mr. Hincks consented to make or procure the loan?—I can only state the conditions from what I was told by the Mayor in course of conversation. The Mayor said "We shall get the money through Mr. Hincks, and we will give him £2000."

301.—Did you consider that the arrangement about the loan was concluded with Mr. Hincks subject to the passing of an Act of Parliament?—I did at that time.

302.—Was there any agreement that in the mean time, and before the Bill could be passed, Mr. Hincks would make or procure an advance on said loan?—There was.

303.—Have you any correspondence in your possession with regard to these advances?—I have a note which is marked "Private," as follows:

"Private."

"QUEBEC, 23rd July, 1852.

"MY DEAR SIR,—You will no doubt in due course be informed by Mr. Wenham, Agent for the Bank of Upper Canada at Montreal, that a credit will be opened for you with that office, pending the negotiation of the loan, for at least £15,000, probably £20,000 if necessary: I hope this will meet the wishes of the Corporation."

"Truly yours,

F. HINCKS."

"His Honor C. Wilson, Esquire."

which was handed to me by the Mayor in order that I might go to the Bank and ascertain if the funds were there at the credit of the Corporation, I also produce a telegraphic despatch dated 24th July, 1852 (same as Mr. Sexton put in yesterday.) This was in answer to a despatch sent by me in the name of the Mayor, that no credit had been opened at the Branch Bank in Montreal for the City Corporation.

304.—Did you apply to the Bank of Upper Canada by direction of Mr. Hincks, and were you at once granted the required advance; and what communication had you then with Mr. Hincks on the subject?—I did apply to the Bank in accordance with instructions from Mr. Hincks, (first instructions dated 23rd July, 1852,) and I was told that no instructions had been received from Toronto. I telegraphed Mr. Hincks in the name of the Mayor, that no funds were placed at the disposal of the Corporation; I received the telegraph despatch put in. This was all the correspondence; I then applied again to the Bank, and was told the credit was opened.

305.—State how the money was had from the Bank of Upper Canada?—I drew the money from the Bank of Upper Canada, as I required it, for general purposes of the City. On my application for money I made out a Corporation Bond, and handed it to the Manager, and the amount of such Bond was placed at my credit. The Bond was by order of the Mayor and Finance Committee, and signed by the Mayor and City Clerk.

306.—Could the Corporation of Montreal have obtained this advance from the Bank of Upper Canada without the interference of Mr. Hincks?—I believe not.

307.—Had the Corporation any negotiation with the Bank of Upper Canada, with regard to the said advance, and was not the whole negotiation carried on with Mr. Hincks?—No negotiations with the Bank of Upper Canada took place to my knowledge. The whole was carried on with Mr. Hincks.

308.—Was not the name of Mr. Hincks studiously concealed, during the whole of the negotiation, from the public?—I cannot say that.

309.—When and how was the negotiation with Mr. Hinks broken off?—I cannot tell the date, I can only say that in the month of November the Corporation advertised for tenders for a loan of £150,000 sterling, and I understood at the time that Mr. Hincks had broken off the negotiation.

310.—How did the Corporation finally obtain the loan, and on what condition?—They obtained the loan from the Commercial Bank of London through the Bank of Montreal, and it was obtained at par without a commission. I have the Tender, which was accepted, and the arrangement thereby offered completed, which I produce and is as follows :

COMMERCIAL BANK OF LONDON,  
LOTHBURY, 17th December, 1852.

J. P. SEXTON, Esquire,  
City Clerk, Montreal.

SIR,—I am instructed by the Directors of this Bank to state that they are prepared to take the whole amount of the Montreal Corporation Loan, as per the terms of the advertisement dated 20th November last, viz : £150,000 (one hundred and fifty thousand pounds British sterling) at par.

The Bonds to be made out in sums of £500 and £1000 each, and to bear interest at the rate of £6 British sterling per cent. per annum, and to be payable, principal and interest, at the Commercial Bank of London.

The Corporation to drawn upon the Commercial Bank of London at usance for the amount, in such sums as they may think proper, on forwarding Bonds.

I am, Sir,

Your obedient servant,

A. R. CUTBILL,  
Manager.

It is assumed that the form of the Bonds will be similar to the Government Debentures, and if they could be made out in sums of £100, £250, £500 and £1000, it would be preferable.

311.—Mr. Crawford.]—WAS Mr. Hincks present when the Mayor stated to you that the Corporation would give him £2000 for negotiating the Loan?—He was not.

312.—Did the Corporation pay Mr. Hincks £2000 or any other sum for negotiating the Loan?—I am not aware ; I am certain the Corporation did not pay him anything at all.

313.—Had any such payment been made from the funds of the Corporation, would you not, as Treasurer, have know it?—Most certainly ; nobody but myself could have made the payment.

314.—Hon. Mr. Ross.]—WHAT the Mayor meant by paying Mr. Hincks £2000 for negotiating, was probably that he was to obtain and pay to the City £98,000 for their £100,000 6 per cent Bonds, was is not?—I suppose it must be that, for we were to get £98 for every £100, according to the instructions contained in my letter to Mr. Hincks. He was authorised to negotiate the Loan at a discount of not more than 2 per cent, on the Bonds.

315.—The passing of the Act for the consolidation of the City debt was a great advantage to the City in the negotiation of their Loan, was it not?—It was.

316.—Who had charge of and conducted the Bill through the House of Assembly?—Mr. Badgely had charge of the Bill. He was the Member for the City of Montreal.

317.—Was there any opposition from any quarter to the passing of the Bill, that you are aware of?—None that I am aware of.

318.—Do you know by or through whom the Bank of Upper Canada were repaid the £18,000 advanced to the City on the Bonds of the Corporation, payable in six months, and out of what funds?—They were repaid by the Corporation of Montreal by me, out of the funds of the Loan, which had then been negotiated by cheques on some other Bank. I had four Bank accounts at that time.

319.—Did the Bank of Montreal derive any advantage in the way of exchanges, deposits, or otherwise, connected with the £150,000 Loan?—No other advantage than from the deposits; nothing that we suffered from.

320.—Was or was not the Montreal Bank to be paid a commission for obtaining the Loan when they first undertook the negotiation in the spring or winter of 1852?—They were to be paid one per cent. commission.

321.—Mr. Dorion.]—WHILE you wrote the letter to Mr. Hincks, of the 19th July, 1852, did he make any suggestion or correction of its terms?—No. I dictated the letter myself, by directions of the Mayor; it was not suggested by Mr. Hincks. I handed the letter to Mr. Hincks after it was written. He read it and said it was all right.

322.—The Chairman.]—WERE Mr. Hincks and the Mayor both present when you wrote the letter?—They were.

*Ordered,*—That the Clerk do write to the Hon. Peter McGill, at Montreal, requesting him to furnish at his earliest convenience all communication between Mr. Simpson, of the Bank of Montreal, and Messrs. Baring, Brothers, & Co., the Corporation of Montreal, or any other party, in reference to the negotiation of a Loan for the consolidation of the debt of the City of Montreal.

*Ordered,*—That the Clerk do request the attendance of W. L. Mackenzie, Esq., M. P. P., before the Committee on to-morrow, at ten o'clock, A. M.

Adjourned until to-morrow, at 10 o'clock, A. M.



Saturday, 31st March, 1855.

COMMITTEE MET.

PRESENT :

Mr. SMITH, (Northumberland,) Chairman.

Mr. BROWN,

Mr. CRAWFORD,

Mr. DORION, (Montreal,)

HON. Mr. ROBINSON.

The Hon Mr. *Hincks*, a Member of the late Administration, was in attendance.

The Clerk laid before the Committee replies to certain questions submitted to Col. Taché, on the 26th instant.

(Translation.)

Quebec, 30th March, 1855.

SIR,—Herewith you will receive my answers to the questions submitted to me by order of the Committee appointed to investigate the charges preferred or alleged against the late Administration.

I have been prevented by severe illness from forwarding them to you at an earlier date.

I am, Sir,

Your very obedient servant,

E. P. TACHE.

T. Patrick, Esq.,  
Clerk Committee.

*Montreal Court House Debentures.*

(Translation.)

323.—Mr. *Dorion*.]—HOW did you dispose of the Debentures issued for the erection of the Montreal Court House? Were they all offered at the same date or in various amounts? What amount was offered at one time? What public notice was given to invite the competition of purchasers?—The Debentures issued for the erection of the Court House at Montreal were sold in the following manner:—1st. By advertisement inserted in the newspapers of date the 15th August, 1850, in which advertisement the total sum to be raised (£40,000) was offered to competition, a copy of which I furnish:—

(Translation.)

PROVINCE OF CANADA.

RECEIVER GENERAL'S OFFICE,

Toronto, 15th August, 1850.

Tenders will be received by this Department until the 13th of September next, for the purchase of Debentures to the amount of £40,000 currency, to be issued in conformity with the Act 12 Vict., ch. 112, intitled, "An Act to provide for the erection and repairs of Court Houses and Gaols in certain places in Lower Canada," and also in conformity with the Act 13th and 14th Vict., chap. 94, intitled, "An Act to appropriate the moneys arising from duties on Tavern Licences in the County and City of Montreal, towards defraying the cost of the new Court House to be erected in the City of Montreal.

The Debentures will be issued in sums to suit purchasers, from £10, upwards.

Copies of the abovementioned Acts may be obtained, and forms of the Debentures seen, upon application at this Office or at the Offices of the Upper Canada Bank in Kingston, Montreal, and Quebec.

(Signed,) E. P. TACHE,  
Receiver General.

And 2nd. by another advertisement in the *Canada Gazette* and other Journals, of date the 1st December, 1853, a copy of which I furnish:—

RECEIVER GENERAL'S OFFICE,  
Quebec, 1st December, 1853.

Tenders will be received at this Office up to Monday, the twelfth instant, at noon, from parties desiring to invest in Debentures to be issued under 12 Vic., chap. 112, (Montreal Court House) to the extent of £10,000 currency. Applicants will please state the rate at which they tender, and the denominations desired.

(Signed,) E. P. TACHE,  
R. G.

A true copy of advertisement,

R. G. O., 28th March, 1855.

C. E. ANDERSON,  
D. R. G.

A complete Tabular Statement of the sale of these Debentures I also furnish:—

STATEMENT shewing to whom and when the £40,000 Currency, of Debentures issued for the Montreal Court House, under 12 Vic., cap. 112, and 13 and 14 Vic., cap. 94, were disposed of.

| DISPOSED OF AT PAR. |                           |         | DISPOSED OF AT A PREMIUM. |                  |                    |
|---------------------|---------------------------|---------|---------------------------|------------------|--------------------|
| Oct. 1, 1850.       | H. Judah,                 | £ 2,000 | Dec. 13, 1853,            | Hon. Hy. Black,  | 3 p. c. pm. £4,000 |
| " 4, "              | D. Masson,                | 1,000   |                           | Mic. Duan,       | do 200             |
| " 11, "             | P. Durnford,              | 200     |                           | Jas. M. Lemoine, | do 1,000           |
| " 11, "             | A. Larocque, (Sav. B. R.) | 11,000  |                           | Geo. Veasey,     | 2 p. c. pm. 980    |
| " 11, "             | Do. Do.                   | 50      |                           | G. F. Smith,     | do 400             |
| " 26, "             | G. B. Lyon,               | 5,000   |                           | S. Tétu,         | do 900             |
| Sept. 5, 1851.      | Hon. E. P. Taché,         | 750     |                           | W. A. Himsworth  | do 150             |
| June 21, 1852.      | E. Parent,                | 500     |                           | W. Dickenson     | do 400             |
| " 23, "             | Hon. E. P. Taché,         | 300     |                           | Rev. J. Johnson, | do 300             |
| " 24, "             | James Brown,              | 1,000   |                           |                  |                    |
| July 9, "           | H. Stuart,                | 1,000   |                           |                  |                    |
| " 12, "             | Geo. Veasey,              | 500     |                           |                  |                    |
| " 20, "             | Norris Godard,            | 200     |                           |                  |                    |
| " 30, "             | Charles Jones,            | 500     |                           |                  |                    |
| Aug. 3, "           | Henry Stuart,             | 500     |                           |                  |                    |
| " 5, "              | Maria Ferguson,           | 200     |                           |                  |                    |
| " 11, "             | Rev. W. Ritchie,          | 300     |                           |                  |                    |
| Sept. 18, "         | J. F. Bradshaw,           | 350     |                           |                  |                    |
| Dec. 14, "          | Hon. W. Walker,           | 750     |                           |                  |                    |
| " 15, "             | Rev. W. A. Adamson,       | 500     |                           |                  |                    |
| " 17, "             | J. B. Stanton,            | 120     |                           |                  |                    |
| " 23, "             | Henry Jones,              | 3,000   |                           |                  |                    |
| " 23, "             | F. Franklin,              | 500     |                           |                  |                    |
| Jan. 22, 1853.      | John Wilson,              | 1,000   |                           |                  |                    |
|                     | Total,                    | £31,720 |                           | Total,           | £8,820             |

## RECAPITULATION.

|                                          |                   |
|------------------------------------------|-------------------|
| Sold at par per advertisement, 1850..... | £31,720           |
| Sold at premium " 1st Dec, 1853.....     | 8,280             |
| Total issue.....                         | £40,000 Currency. |

(Signed,) C. E. ANDERSON,

D. R. G.

Receiver General's Office,  
Quebec, 28th March, 1855.

When the Department, in conformity with the terms of the advertisement first above referred to, opened the tenders on the 13th September, 1850, the amount tendered for at par was only £6,200. From that date until the 22nd January, 1853, the Department disposed of these same Debentures, from time to time, at the same rate, to such amounts as were, from time to time required for the erection of the Court House, until the total sum so raised amounted to £31,720; the sum of £6200 before mentioned being included.

Subsequently, when numerous applications were made, and all risk of a depreciation in value of these Debentures appeared to have vanished, they were a second time, offered to public competition and a premium was obtained for them. When the tenders sent in, in consequence of the advertisement of date, 1st December, 1853, for tenders for a sum of £10,000 were opened at the office of the Receiver General, at noon, on Monday, the 12th of the same month, they were found to be as follows:

|                                     |          |
|-------------------------------------|----------|
| Tenders at 3 per cent. premium..... | £ 5,200  |
| " 2 " .....                         | 23,000   |
| " 1 " .....                         | 5,000    |
| " " par .....                       | 10,300   |
| Total,.....                         | £43,500. |

Upon these various tenders, debentures to the amount £8200 only, were issued, to complete the sum of £40,000 which the Department had been authorized to raise by law.

(Translation.)

324.—Can you produce a statement of all the tenders made for these Debentures, giving the date of the application, the name and residence of the applicant, the premium offered, and the other conditions contained in each tender?—Copies of the tenders made, in consequence of the advertisement I have furnished, I here produce, with the exception of the one sent in by Mr. Judah in 1850, for £2000, which cannot at present be found; another tender, which is not to be found among the copies applied for, and which did not remain in my possession, is one which was made in December, 1853, by an officer of the Montreal Saving's Bank, through the intervention of the Hon. Mr. Hincks, and which was not sent in to the Receiver General's Department until after the other tenders had been opened. This tender was rejected for the following reasons: because it was not addressed directly to the Receiver General, as required by the notice aforesaid; and because it was not transmitted to the office, until half an hour after the time appointed for the opening of the tenders and because, in fact, the tenders had been opened half an hour before, and their contents known to several of the parties interested

As to the Debentures which were issued in the interval between the two advertisements, they were sold, in some cases on written application, in others on verbal application, supported by a certificate of deposit; and this explains why, in some cases, there are not written applications corresponding with each separate item in the tabular statement.

(Translation.)

*Montreal, 4th September, 1850.*

Hon. the Receiver General, Toronto.

HON. SIR,—In conformity with an advertisement appearing in various newspapers in the Province, I take the liberty of informing you that I am disposed to lend the Government, for the erection of a Court House at Montreal, the sum of five hundred pounds currency, at the rate of eight per cent., on Debentures of £25 each, provided that the interest be payable here instead of being payable at the office of the Receiver General.

I know several parties who would have already made tenders, but the place where the interest is payable has prevented them. The expense of agency, and the risk in the transmission of the Debentures every time that the interest falls due, is sufficient to induce persons to invest their funds elsewhere.

Your answer will oblige.

I have the honor to be,

Hon. Sir,

Your obedient servant,

(Signed,) D. MASSON.

N. B.—Should my proposal suit, you may send the Debentures here to any one whom you appoint to receive the money.

(A true copy.)

(Signed,) C. E. ANDERSON,  
D. R. G.

(Translation.)

*Montreal, 10th September, 1850.*

Hon. the Receiver General, Toronto.

SIR,—Independently of my former application, having reference to a loan for the erection of a Court House in this City, I take the liberty of informing you that I will add to the sum already offered five hundred pounds currency, for the same purpose and on the same terms.

I have the honor to be,

Your obedient servant,

(Signed,) D. MASSON.

(A true copy.)

C. E. ANDERSON, D. R. G.

*Application from P. Durnford.*

*Montreal, 2nd September, 1850.*

SIR,—I beg leave to tender the sum of two hundred pounds for the like amount of Debentures, to bear interest at the rate of eight per cent. per annum, to be issued under the Acts for the erection of the Court House at Montreal.

I have the honor to be, Sir,

Your most obedient humble servant,

P. DURNFORD.

Hon. the Receiver General, Toronto, C. W.

(True Copy)

C. E. ANDERSON, D. R. G.

● *City and District Savings' Bank,**Montreal, 3rd October, 1850.*

SIR,—I am instructed by the Board of Directors of this Institution, to tender on its behalf for such an amount, not exceeding fifteen thousand pounds, cy. (£15,000,) as may yet be undisposed of, of the Debentures, to be issued in conformity with the Acts 12 Vic., cap. 112, and 13 and 14 Vic., cap. 94, and bearing interest at eight per cent. per annum, at par, one-third of the amount to be in Debentures of £10 each, one-third of £25 each, and one-third of £50 each.

I am also instructed to say that this Institution will receive the proceeds of the Debentures now tendered for, as well as of any others that have been or may be disposed of, for the same object, on deposit, holding the money subject to call, and pay interest thereon at the rate of four per cent. per annum. And in the event of this last proposition being accepted, there would be no objection to having the Debentures held by the Government, and handed over to the Bank from time to time, as the money should be withdrawn. The whole amount of Debentures allotted to the Bank would of course be issued at once, and the interest thereon, while held by Government, accrue to the Bank.

I have the honor to be, Sir,

Your most obedient servant,

(Signed,) A. LAROCQUE, V.-P.,

C. &amp; D. Savings Bank.

Hon. E. P. Taché,

&amp;c., &amp;c., &amp;c.

(A true copy.)

C. E. ANDERSON, D. R. G.

To the Receiver General of Canada.

SIR.—I tender for five thousand pounds of Government Debentures under 12 Vic., cap. 112, at 8 per cent. interest, payable half-yearly, Debentures to be in sums of two hundred and fifty pounds each or \$1000.

Yours obedient,

(Signed,)

G. BYRON LYON

Bytown, 8th September, 1850.

£5,000, 8 per cent. interest.

(True Copy.)

C. E. ANDERSON, D. R. G.

*(Translation.)**Quebec, 20th September, 1852.*

Hon. E. P. Taché,

&amp;c., &amp;c., &amp;c.

SIR,—Having been commissioned by two individuals to invest £5000 in Debentures bearing interest at 8 per cent., the issue of which is authorized for the

erection of a Court House at Montreal, I shall be obliged to you if you can, circumstances permitting, let me have Debentures to that amount.

I have the honor to be, Sir,

Your most humble obedient servant,

(Signed,) THOS. AMIOT,  
Agent.

(A true copy.)

C. E. ANDERSON, D. R. G.

Copy.

24 RUE RICHELIEU, 21st Sept., 1852.

MY DEAR SIR,—Oppressed by painful illness, I write this note from a bed, from whence I have well founded fears I shall not arise. In this case my family cause me much thought, and having £500, all they have to depend upon, to invest for their advantage, I am induced to ask as a favour that you would let me have Montreal Court House Debentures, as I am told that it is the best of investments, and in your control.

Excuse this trouble, I am not able to say more than that I am

Your obliged and faithful,

W. AGAR ADAMSON.

Hon. Col. Taché.

(A true copy.)

C. E. ANDERSON, D. R. G.

Copy.

MY DEAR SIR,—Having about £750 to invest for charitable objects, I should feel much obliged if you would let me have that amount in Debentures of the Montreal Court House, as soon as you may have any to dispose of.

Yours, sincerely,

6th October, 1852.

(Signed,) WM. WALKER.

(A true copy.)

C. E. ANDERSON, D. R. G.

Copy.

QUEBEC, 3rd January, 1853.

DEAR SIR,—Before I went to Canada West, in November last, I informed you that my friend Mr. Wilson, had sent one thousand pounds to the Bank of U. C., which he wished to invest in Court House Debentures, and you promised to let him have them. I find Mr. Bradshaw has neglected to get them. Will you let me have four Debentures of £250 for him, immediately if possible, as he has already lost three months' interest.

No doubt he himself is but an agent.

Yours, &c.,

(Signed,) M. CAMERON.

The Hon. C. Taché,

(A true copy.)

C. E. ANDERSON, D. R. G.

(Copy.)

*Tender for Montreal Court House Debentures.*

QUEBEC, 6th December, 1853.

SIR,—I beg leave to tender for the sum of one hundred and fifty pounds of the above Debentures, at the rate of two per cent. The Debentures to be in sums of £25 each.

I have the honor to be, Sir,  
Your most obedient servant,  
(Signed,) W. A. HIMSWORTH.

The Hon the Receiver General.

(A true copy.)

C. E. ANDERSON, D. R. G.

(Translation.)

Copy.

QUEBEC, 10th December, 1853.

SIR,—I have the honor to tender for £10,000, or less, in Montreal Court House Debentures, which you advertise in the Canada Gazette of the 3rd and 10th instant.

I will give two per cent. premium on them, and they are to be for £100 each.

I have the honor to be, Sir,  
Your obedient servant,  
(Signed,) S. TETU.

Hon. Col. Taché,  
Receiver General,

(A true copy.)

C. E. ANDERSON, D. R. G.

(Copy.)

PROVIDENT AND SAVINGS' BANK,

QUEBEC, 12th Dec., 1853.

The Hon. E. P. Taché,  
Receiver General. Quebec.

SIR,—I am directed by the Trustees of this institution to tender, at 2 per cent. premium, for ten thousand pounds (£10,000) of *Montreal Court House Debentures*, bearing interest at 8 per cent., in sums of five hundred pounds each.

I have the honor to be, Sir,  
Your most obedient servant,

(Signed,) GEO. VEASEY,  
Cashier.

(A true copy.)

C. E. ANDERSON, D. R. G.

Copy.

QUEBEC, 12th December, 1853.

SIR,—In accordance with your notice, calling on parties to tender for Debentures, about to be issued under 12 Vic., cap. 112, on account of the Montreal Court House, I beg to offer £2 for every £100, premium, to the extent of £2000 currency.

I have the honor to be, Sir,  
Your most obedient servant,

(Signed,) GEO. C. REIFFEINSTEIN.

The Hon. Col. Taché,  
Receiver General, Quebec.

(A true copy.)

C. E. ANDERSON, D. R. G.

Copy.

QUEBEC, 12th December, 1853.

SIR,—Being desirous of investing *five hundred pounds* in the *Montreal Court House Debentures*, I beg to tender for that amount on my own account, at two per cent. premium.

I am, Sir,  
Your obedient servant,

(Signed,) WILLIAM DICKINSON.

The Hon. E. P. Taché,  
Quebec.

(A true copy.)

C. E. ANDERSON, D. R. G.

Copy.

QUEBEC, 12th December, 1853.

11 A. M.

SIR,—I beg to tender for the sum of £350 of *Montreal Court House Debentures*, at two per cent premium. In sums of £25.

REV. JOHN JOHNSTON,  
Of Aylmer.

(Signed,) Per W. A. HIMSWORTH.

The Hon. Receiver General Taché,

(A true copy.)

C. E. ANDERSON, D. R. G.

Copy.

QUEBEC, 10th December, 1853.

SIR,—I beg to tender for four thousand two hundred pounds of the Montreal Court House Debentures, advertised by you on 1st instant, at a premium of four per cent.



The denominations of the Debentures desired are eight of £500, and one of £200.

I remain, Sir,

Your most obedient servant,

(Signed,)

THOS. AMIOT,

Agent.

The Hon. E. P. Taché,  
Receiver General.

(A true copy.)

C. E. ANDERSON, D. R. G.

Copy.

Monday, 12th December, 1853.

SIR,—I beg to alter my tenders of 10th instant, from four per cent. premium to three.

Your obedient servant,

(Signed,)

THOS. AMIOT.

(A true copy.)

C. E. ANDERSON, D. R. G.

Copy.

QUEBEC, 10th December, 1853.

SIR,—On behalf of Mr. James P. Smith, I beg to tender for one thousand pounds, on the ensuing issue of Montreal Court House Debentures, at the rate of three pounds per cent. premium.

I have the honor to be, Sir,

Your most obedient servant,

(Signed,)

J. M. LEMOINE,

Attorney.

Hon. the Receiver General.

(A true copy.)

C. E. ANDERSON, D. R. G.

MONTREAL, 9th December, 1853.

Hon. E. P. Taché,

Receiver General, Quebec.

SIR,—I beg to tender for £10,000 of Montreal Court House Debentures, to be issued as advertised, bearing interest at the rate of eight per cent. (8) per annum, denominations as small as your Department would be disposed to make them.

Your obedient servant,

(Signed,)

J. H. JOSEPH.

(True copy.)

C. E. ANDERSON, D. R. G.

QUEBEC, 10th *December*, 1853.

The Hon. the Receiver General.

SIR,—In pursuance to the notice issued from your office on the 1st instant, calling for tenders to be received on Monday next, at noon, from parties desiring to invest in Debentures to be issued under the 12 Vic., chap. 112, I beg leave to tender for three hundred pounds, in one hundred pound Debentures, and will give the highest premium which may be offered.

Your obedient servant,  
(Signed,)

WM. H. LEE.

(A true copy.)

C. E. ANDERSON, D. R. G.

QUEBEC, 12th *December*, 1853.

The Hon. E. P. Taché,  
Receiver General.  
&c., &c., &c.

SIR,—I beg to offer to take five thousand pounds (£5000 cy.) of the Montreal Court House Debentures, bearing eight per cent. interest, at one per cent. premium.

I have the honor to be, Sir,

Your most obedient humble servant,  
(Signed,)

ROBERT HAMILTON.

(True copy.)

C. E. ANDERSON, D. R. G.

MONTREAL, 10th *December*, 1853.

SIR,—With reference to the notice from your office, dated Quebec, 1st inst. I beg leave to tender for Debentures, under the Act 12th Vic., chap. 112, to the amount of three hundred pounds (£300,) at par, in sums of £100, bearing interest at the rate of eight per cent. per annum.

I am, Sir,

Your most obedient humble servant,  
(Signed,)

PHILIP DURNFORD.

Hon. Receiver General,  
Quebec.

(A true copy.)

C. E. ANDERSON, D. R. G.

(*Translation.*)

325.—Are you aware whether these Debentures are still the property of the persons mentioned in the statement now before the Committee, and furnished upon an Address voted by the House. If not, will you give the names of the parties to whom they now belong, and state at what time you were made aware that they had changed hands?—The undersigned had no means of knowing in whose hands the Debentures now are, a statement of which is now before the Committee. The Debentures are made out in favour of the persons who made the Deposit; but they are transferable, and payable, principal and interest, to the

bearer. The undersigned is still himself, in possession of Debentures to the amount of one thousand and fifty pounds, and he has much reason to believe that persons who invested their savings as he did, in such Debentures, have also kept them till now.

(Translation.)

326.—What part did you take in the negotiations which took place with reference to the purchase, by the Government, of certain properties at Point St. Charles at Montreal, and declare at length the action taken by you in the matter?—The undersigned, in conformity with an order in Council issued the 30th April, 1853, left Quebec for Montreal, 29th April, 1853, at which place he arrived on the following day, 30th, in the morning, to conclude with the gentlemen of the Seminary, the Ladies of the Hotel-Dieu, and the Grey Nuns (*Sœurs Grises hospitalières*,) an agreement for the purchase of certain property situated on the Lachine Canal, and at Point St. Charles, the purchase of which had been recommended by the Hon. John Young, while he was Chief Commissioner of Public Works, a part of said property being indispensably necessary for the Canal for the interest of trade, and a part for the construction of the Victoria Bridge and its dependencies.

Previous to his departure for Montreal, the undersigned was furnished with the needful authorization to make the purchase of the property above mentioned. On his arrival at Montreal, he first, by the advice of some of his colleagues, communicated with the Hon. John Young, who having suggested the purchase of the property in question, while he was still a member of the Administration, expressed a desire to be present at the conclusion of the bargain. Accordingly, the Hon. Mr. Young, accompanied the undersigned to the Couvent of the Grey Nuns, and to that of the Ladies of the Hotel-Dieu, and was present at the final settlement of the conditions agreed on, between the Ladies of those two Communities, and the undersigned, representing the Government.

As to the property belonging to the Seminary, the Hon. John Young was not present when the terms were agreed upon for the purchase thereof, between Messrs. Bilaudèle and Comte on behalf of the Seminary and the undersigned.

The undersigned does not remember the exact price to be paid, nor the conditions upon which the above mentioned properties were bought; but more ample information respecting the purchase can be obtained, if required, in the records of the Board of Public Works.

The deeds of sale were not drawn out on the same day, the precise extent of each lot of land not being known. It was agreed, however, that the Hon. Mr. Young should have the lands surveyed and measured by Mr. Ostell, after which, the deeds would be drawn up, according to the conditions stipulated, and be signed by the parties respectively. During the months of June, July and August, of the same year, the undersigned had a correspondence with the Hon. John Young, with reference to the extent and boundaries of these lands; and the whole matter, to the best of the recollection of the undersigned, was settled and arranged about that time to the satisfaction of the parties interested.

A part of these lands, as the undersigned has already stated, was bought for the Grand Trunk Railway Company, under the following circumstances. The Honorable Mr. Young having suggested to the Department of Public Works the propriety of purchasing certain lots of land, the Commissioners reported that some of the said lots of land were necessary for the use of the Canal, and that it was most important that those lots of land should be purchased for the Province.

The Commissioners, in their Report, did not consider the land situated at Point St. Charles necessary for the use of the Canal, but were of opinion that it would be a valuable acquisition to serve as a Railroad Depot, or for any other

object of public utility. The Government did not, in consequence deem it necessary to purchase the said lot, but upon the application made by the Contractors for the Grand Trunk Railroad for the purchase of the said lands upon the terms proposed, accompanied by a Bank Security for the payment of the amount of the purchase money, the undersigned, with the consent of the Vendors, arranged for the purchase of the said lot on the condition, to the best of his recollection, that the property should be transferred directly to the purchasers, which, in fact, has been since done.

E. P. TACHE.

Quebec, 30th March, 1855.

*W. L. Mackenzie*, Esquire, a Member of the House Examined :

*Grand Trunk Railway Stock.*

327.—The *Chairman*.]—A charge has been made publicly against the late Administration, or some Members of the said Administration, in reference to the dealings in Grand Trunk Railway Stock. Will you have the kindness to state what you know personally respecting such dealings, either from conversation with the parties against whom such charge has been made, or otherwise?—I think I had some conversation with the Hon. John Ross last year, about 128 shares of such Stock, owned by Mr. Hincks; but how he became possessed of it, or what he paid for it, or whether it was St. Lawrence and Atlantic Stock, thus converted, I seem to have no memorandum, and I have no very distinct recollection.

*Portland Railway Stock.*

328.—A charge has been publicly made against the late Administration, or some Members of that Administration, in reference to dealings in Portland Railway Stock. Pray state what you know personally respecting such dealings, either from conversation with the parties against whom such charge has been made, or otherwise?—I do not remember that I know anything about it.

*Victoria Bridge Lots.*

329.—A charge has also been made publicly against the late Administration, or some Members of that Administration, in reference to dealings or speculation in lots or lands near the north end of the contemplated Victoria Bridge, at or near Montreal; state, if you please, for the information of the Committee, what you know, personally, respecting such charge, or the subject matter out of which it arose, either from conversation with the Members of that Administration or any of them, or otherwise?—I know nothing about it at any time: I never heard of it before.

*Montreal Court House.*

330.—There has been a charge made against Members of the late Administration in reference to dealings in the Debentures issued for the construction of the Montreal Court House. Do you know anything, personally, respecting the subject matter out of which such charge has arisen; if yea, pray state what you know?—I really know nothing about their dealings in those Debentures. I know nothing about it in any shape or way.

*Point Levi Purchase.*

331.—It has been alleged that the Honorable Mr. Hincks and the Honorable Mr. Morris have been concerned in the purchase of public lands at or near Point Levi. State if you know anything respecting that transaction?—I certainly

know that they have speculated in that property; papers in the public offices shew that. I do not remember that I know anything, except what has appeared in the public prints, or the debates in Parliament. I cannot say that I know any thing of my own knowledge personally; I had nothing to do with it.

#### *Hamilton Post Office.*

332.—It has been alleged that some one or more Members of the late Administration attempted, through his or their official position, to establish the City of Hamilton Post Office in such a position that his or their own private property might be benefited or increased in value thereby; pray state to the Committee what you know of the facts?—Simply what has been in the newspapers.

#### *Sault Ste. Marie Canal.*

333.—There has been an accusation against some one or more Members of the late Administration respecting the Sault Ste. Marie Canal, or some improper act in reference thereto. Can you give the Committee any evidence respecting that matter?—I never believed a word of it, and I have always stated so; I always said Mr. Hincks' conduct in that matter was perfectly blameless. He acted in that matter at Toronto in a proper manner, and I heartily supported his efforts.

#### *Toronto Debentures.*

334.—Mr. Hincks has been charged with improperly purchasing City of Toronto Debentures, or using his official position to benefit himself, or otherwise acting improperly in reference thereto. Pray state anything you know respecting that matter?—Mr. David Paterson and another gentleman called at my house, one day, and asked me to sign a Petition for an enquiry into the management of certain Debentures of the City of Toronto, under which it was supposed by many citizens that £10,000 had been fraudulently or otherwise improperly lost to the City. I refused to sign, and stated that I felt satisfied no wrong had been done. The Petitioners, however, proceeded, and when a Committee of the City Council had been baffled in their endeavours to obtain full answers from certain witnesses, a Report, with such evidence as they had, was published, and I was advised by gentlemen in Toronto to press the matter of enquiry in the Legislative Assembly.

I think it was about that time that a version of the £10,000 job, as it was called, was given me, very nearly as the facts turned out in the examination before the Court of Chancery; and I immediately gave notice, at considerable length, that I would move the Legislative Assembly for a Special Committee to probe and examine the case.

I may here state that early in the first Session of the last Parliament, Mayor Bowes and Recorder Duggan visited Quebec, lobbying, I presume, to smooth the way for the speedy passage of a Bill to enable Toronto to borrow £100,000, where with to pay certain debts. These gentlemen being together in the lobby, Mayor Bowes, to whom I think I had never before spoken, asked me, if I intended to oppose the £100,000 Bill being hastened out of its course, or to oppose it in any way. I replied in substance that if it was no job, but a measure solely to help the finances of the City, it would be my duty to support it; upon which I was assured that it was a disinterested transaction, and referred by Mayor Bowes to Inspector General Hincks and the Northern Railway President, Joseph C. Morrison, Esquire, one or both of whom assured me that it was a fair, disinterested Bill, purely for the City's benefit. Upon which when Mr. William Boulton urged forward the Bill out of its order, I rose and said all I could in its support.

By reference to the Journals of the Council and Assembly, the Committee will see that it was pushed through with unusual haste, and that Lord Elgin came down at once, and assented to it and other Bills.

My motion next year for enquiry I asked Mr. Hincks and the Ministry, as they are called, to support, because Mr. Hincks had previously promised in the House, that whenever specific charges would be made against a Member of the Government there would be no unwillingness shown to enquire into their truth; but none of them would consent to it; there was no seconder; Mr. Hincks was much opposed to it. But I afterwards found a seconder in Mr. Hartman, another evening; and as Mr. Henry Sherwood, who had just been elected in Mr. W. Boulton's room, I think, came to me to urge me to press my motion, I expected his aid. He, however, had got a new light, and opposed me, as did Mr. Ridout, the other City Member. Mr. Hartman then said that if the City, through its representatives, wanted no enquiry by the House, he would withdraw his name as seconder. Mr. George Brown, too, who resides in Toronto, preferred to confine enquiry to the Court of Chancery at that time, and the matter dropped. Mr. Brown desired to await the action of the Court of Chancery.

In the Equity Court the evidence implicated Mr. Hincks and Mr. Bowes very much, as I had stated to the Legislative Assembly it would do.

Mr. Ridout, Cashier of the Bank of Upper Canada, was in Quebec, when I made one of the above motions, and I urged that fact mainly as a reason why prompt investigation by the Assembly was desirable.

I had always understood Mr. Hincks, through his *Examiner* and his *Pilot*, to be decidedly opposed to allowing Members of the Government to use their official position to gain, or try to gain, wealth by gambling or speculating in the public Debentures, or using the Legislature as a means of private gain to themselves, through its sanctioning such speculations and jobs.

As to a *personal* knowledge of the facts in what is called the £10,000 job, I have none whatever. In thirty years of public life I have avoided all stock and land speculations, at all times, and I merely interfered as above upon statements made to me by others, with a view of checking such transactions by Government Officers, in the future.

### *Montreal Loan.*

335. The Committee are investigating a charge against the Honorable Mr. Hincks, respecting his negotiating or purchasing, or agreeing to negotiate or purchase, City of Montreal Debentures, or negotiating a Loan for that City for a commission, and using his official position improperly in reference thereto. Can you give any evidence in reference to that matter or that charge, or can you inform the Committee from whom evidence can be obtained in reference thereto, or to any of the matters upon which you have been previously interrogated?—I only know, as respects that charge, what has appeared in the public newspapers.

336.—Hon. Mr. *Hincks.*]—DO you think that it is very reprehensible in Members of Parliament, or individuals in a position to have influence with the Government, to speculate in public lands, or public stocks?—In some cases it might, and in some cases it might not.

*Ordered.*—That the Clerk do request, by telegraph, the attendance before the Committee of the Hon. Charles Wilson, (a Member of the Legislative Council) residing at Montreal.

*Ordered.*—That the Clerk do request Geo. Brown, Esq., a Member of the Committee to be in attendance on Monday next, to give evidence, at ten o'clock, A. M.

*Ordered.*—That the Clerk do forward the following question to Erastus Corning, Esquire, of Albany, and the Ex-Governor Fairbanks, of Vermont, and requesting their answers thereto:

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*Sault St. Marie Canal.*

337.—Have you been concerned in a contract for constructing a Canal at the Sault St. Marie; and if so, will you state for the information of the Committee whether any Member of the Canadian Government was interested directly or indirectly in such contract, or whether you are aware of any communication having taken place with any Member of the Canadian Government on the subject?

*Ordered.*—That the Clerk do transmit a copy of the following questions to Thomas G. Ridout, Esq., requesting his replies thereto:

*Montreal Loan.*

338.—Mr. *Dorion.*]—HAVE you any knowledge that a sum of money was advanced by the Bank of Upper Canada to the Corporation of Montreal in 1852; and if so, please state what sum was so advanced, the date or dates, and what was the amount of credit opened to the said Corporation by said Bank, and what were the conditions on which these advances were made, and what inducement had the Bank to make these advances?

339.—At whose request was the said credit opened to the Corporation of Montreal?

340.—Please produce copies of all correspondence you may have had with Mr. Hincks and with Mr. Wenham on the subject of these advances?

341.—Did Mr. Hincks become security for the amount or any part of these advances, or did he give any surety for the same?

*Ordered.*—That the Clerk do transmit a copy of the following questions to Joseph Wenham, Esquire, Agent Bank of U. C., Montreal, requesting his replies thereto:

*Montreal Loan.*

342.—Have you any knowledge that a sum of money was advanced by the Bank of Upper Canada to the Corporation of Montreal in 1852; and if so, please state what sum was so advanced, the date or dates, and what was the amount of credit placed at the command of the Corporation in the said Bank, and what were the conditions on which these advances were made, and what inducement had the Bank to make these advances?

343.—At whose request was the said credit opened and the said sum advanced?

344.—Please produce copies of all correspondence (by telegraph or otherwise) you had at the time or since with Mr. Hincks, or with the Officers or Directors of the Bank of Upper Canada at Toronto, on the subject of these advances?

*Ordered.*—That the Clerk do summon C. E. Anderson, Esquire, to attend before the Committee on Monday next, at ten o'clock, A. M.

Adjourned until Monday next, at ten o'clock, A. M.

Monday, 2nd April, 1855.

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman,  
 MR. BROWN,  
 MR. CRAWFORD,  
 MR. DORION, (Montreal),  
 MR. LORANGER,  
 HON. MR. ROBINSON.

*Toronto Debentures.*

On motion of *Mr. Brown*,

*Ordered*,—That Mr. Ridout be requested to forward to this Committee a copy of all letters and correspondence between himself and Mr. Hincks, or the Bank Officers and Mr. Hincks, respecting the Loan to purchase City of Toronto Debentures, and copies of all correspondence between Messrs. Glyn & Co., and Masterman & Co., and the Bank Officers, respecting that transaction.

*C. E. Anderson*, Esquire, Deputy Receiver General, Examined :

*Montreal Court House.*

345.—*The Chairman.*]—PRAY state for the information of the Committee, what amount of Government money was in deposit in the Bank of Upper Canada on and after 24th July, 1852, up to 1st January following?—On 24th July there was £113,642 11s. 11d. available; £196,166 13s. 4d. at interest, making a total of £309,809 5s. 3d. On the 26th of the same month (the 25th being Sunday,) there was £114,498 9s. 8d. available, and £196,164 13s. 4d. at interest, making a total of £310,663 3s. 0d. I have not a memorandum with me of any other date, but will furnish the information for the Committee.

346.—*Mr. Dorion.*]—HOW do you explain the issue of Debentures between the two Tenders referred to in the evidence of the Hon. Mr. Taché?—The Tenders under the first advertisement only reached a sum of £6000. We felt authorized to issue the whole amount of the £40,000 at the rate of Tenders, and having ascertained when the Board of Works would require money, we issued Debentures to meet their requirements; upon finding, however, that the Debentures were going up to, or were over, par, we immediately advertised for fresh Tenders.

347.—Who opened the Tenders for the Loan?—*Mr. Taché* and myself. We opened all those which had not previously been opened. Two or three Tenders came to the office not marked "Tender," and taking them for ordinary Departmental Letters, we opened them, but immediately they were known to be Tenders they were sealed, and placed in my safe until the time of opening the Tenders. The Tender of Mr. Amiot was marked such on the outside, and was never opened till the time when the others were all opened. I remember well the circumstance, about this Tender, for Mr. Taché had put it down in a list, which he made as the Tenders were opened, at four per cent., when after opening the subsequent Tenders it had to be changed to three per cent.

Adjourned until to-morrow, at ten o'clock, A. M.



Tuesday, 3rd April, 1855.

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman,  
 MR. BROWN,  
 MR. CRAWFORD,  
 MR. DORION, (Montreal,)  
 Hon. MR. ROBINSON,

The Hon. Mr. *Hincks*, a Member of the late Administration, was in attendance.

*Ordered*,—That the Clerk do summon Thomas Amiot, Esquire, of Quebec, to attend before the Committee forthwith.

*Montreal Court House.*

*Thomas Amiot*, Esquire, Examined :

348.—Mr. *Dorion*.]—WHAT is your occupation?—I am Deputy Registrar of the Province : my office is entirely disconnected with the Office of the Receiver General.

349.—On the 10th December, 1853, you, acting as Agent, sent to the Receiver General's Office a Tender for £4000 of the Montreal Court House Debentures, offering 4 per cent. premium ; was this Tender made according to instructions from your principal?—Yes, I was Agent for the Honorable Mr. Black, and his servant, Michael Scott.

350. — On what ground did you, on the 12th December, reduce your tender to three per cent. premium, and was that done according to instructions from your principal?—I did that because I was under the impression that the tenders were all lower than that. My first intention was to offer three per cent. After that I heard before 12 o'clock on the day fixed for opening, that the Tenders were two and a-half per cent.

351.—The *Chairman*.]—FROM whom did you get this information?—I think Mr. Lemoine was one of the persons who gave me the information ; I do not recollect any other at present.

362.—Did you apply to your principal for permission or authority to lower your Tender?—Yes.

353.—Was any premium paid or agreed to be paid you for your services?—I was to have a commission on the transaction, of one per cent.

354.—Mr. *Dorion*.]—EXAMINE the statement produced by Mr. Taché, shewing the amount of said Debentures sold, and will you state who are Messieurs E. Parent, S. Tétu, W. A. Himsworth, J. M. Lemoine and Wm. Dickinson, therein named, and what is their occupation?—They are all in the Public Offices : Mr. Parent is Assistant Secretary, M. Tétu is in his Office, Mr. Himsworth is in the Executive Council Office, Mr. Lemoine is Revenue Inspector at Quebec, and Mr. Dickinson is Book-Keeper in the Inspector General's Office.

*George Brown*, Esquire, a member of the Committee Examined :

*Questions*, numbering from 327 to 335 inclusive, were submitted to him—upon which Mr. Brown requested time to write his replies—and the Hon. Mr. *Hincks* consenting, it was

*Ordered*,—That Mr. Brown be permitted to prepare his answers to the said questions.

*Ordered*.—That the Clerk do request the attendance of Wm. L. Mackenzie, Esquire, a Member of the House, again before the Committee.

*Ordered*,—That the Clerk do summon Félix Fortier, Esquire, Clerk of the Crown in Chancery, to appear before the Committee on to-morrow.

*Ordered*,—That the Clerk do summon John Leeming, Esquire, to appear before the Committee on Tuesday, the 10th instant.

Adjourned until to-morrow, at 10th o'clock, A. M.

Wednesday, 4th April, 1855.

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman,  
MR. BROWN,  
MR. CRAWFORD,  
HON. MR. ROBINSON.

The Hon. Mr. *Hincks*, a Member of the late Administration was in attendance.

*W. L. Mackenzie*, Esquire, M. P. P., again Examined :

*Toronto Debentures.*

355.—Mr. *Hincks*.]—DO you mean to state positively that you ever had a conversation with Mr. *Hincks*, regarding the Bill for consolidating the debt of the City of Toronto, during its progress through the House?—I firmly believe I had, but I cannot positively state it.

356.—You say that the Bill was pushed through with unusual haste, and that Lord Elgin came down at once and assented to it and other Bills. Are you not aware that the cause of the Governor General's coming down, and of the haste in which several Bills were passed at that time, was that it became necessary very suddenly to pass a Bill repealing a clause of the Railway Clauses Consolidation Act; which prevented the introduction of the Grand Trunk Railway Charter. Were not several other Bills passed with the same speed as the City of Toronto Bill, and was not the Royal Assent given to all Bills that had passed the two Houses?—The Bill was certainly passed with unusual haste, as the Journals of both Houses will shew. I think it was assigned as a reason for the Governor's coming down, that some Railway Bill had to be assented to before further action could be taken. As regards other Bills the Journals will shew.

357.—You say that you asked Mr. *Hincks* to support your motion for a Committee; that he was much opposed to it, and that the Members for Toronto withdrew their demand for enquiry; are you not aware that the reason why the Committee was objected to by every Member of the House but yourself, was, that the whole matter was before the Court of Chancery?—Yes, I think that was assigned as the reason.

*Felix Fortier*, Esquire, Clerk of the Crown in Chancery, Examined :

*Point Levi Purchase.*

358.—Hon. Mr. *Hincks*.]—DID you ever hear that there was a probability of a Railroad terminus being fixed on the Demesne farm of Point Levi?—After the property was advertised for sale, I surmised that the Trois Pistoles Railroad would come there, and that there it would form a junction with the Richmond road; I mentioned it to several people before and at the sale, to induce them to bid on it. That impression was obtained after I had visited the farm with Mr. Mills.

359.—What was your reason for such surmise? Did you get any information to that effect from any Engineer or other person having means of information?—My reason was, on seeing the locality, that as the Trois Pistoles Railroad, in joining the Grand Trunk Railway on the farm, would avoid the expense of bridging the River Etchemin, which was already to be bridged for the purposes of the Grand Trunk, and would also shorten the road, I thought it most probable that the junction would be on that farm, and, to induce bidders, I told them I thought my supposition must be correct, because gentlemen from Upper Canada had been visiting the property with intention of purchasing, and I could not explain otherwise why they should wish to purchase. Messrs. Tibbits and Quinn bid to a large amount in consequence of that supposition.

360.—Has the junction actually been fixed on that farm; and if not, at what distance from it, to the best of your knowledge?—It has not been fixed on that farm, and I think it is at the River Chaudière, four miles, at least, from the property.

361.—Did not the Contractors for the Railway purchase the property adjoining the farm, and nearer to the City? Do you not think it probable that if those Contractors had believed it at all likely that the junction would be on the farm, they would have endeavored to purchase it themselves?—They have purchased the mill property adjoining the farm: I believe if the Contractors had known it they would have purchased it themselves.

362.—Was not the terminus of the Quebec and Richmond Railway fixed at the Hadlow Cove before the sale of the farm took place? What is the distance of the farm from Hadlow Cove? Has not the terminus been since removed nearer to the City, and further from the farm?—The terminus of the Quebec and Richmond Railway had been fixed at Hadlow Cove before the sale of the farm. The distance is more than a mile. The terminus has been since removed further from the farm, and nearer to the City, about a mile, and fixed at Tibbit's Cove.

363.—Mr. *Brown*.]—DID you mention to Mr. Mills your impression that the junction of the Grand Trunk and Trois Pistoles Railways would be placed upon the farm?—No.

364.—Did you to Mr. Mathie, Mr. Morris, or Mr. Hincks?—No.

365.—Were you applied to by Mr. Mills, Mr. Morris, Mr. Mathie, or Mr. Hincks, to sell the Point Levi farm by private sale?—Mr. Mills spoke to me about his going away, and asked me if the property could not be bought at private sale; this was when he was looking over the farm. I never had conversation with Mr. Mills on the subject, at any other time; I told him, to the best of my recollection, that if he would give £1250, I would prepare a Report for the Commissioner of Crown Lands to the Executive Council, and recommend a private sale. I told him there was Mr. Hincks and Mr. Morris, and he might see whether there would be any objection to it. Mr. Mills went a few paces

further, spoke to Mr. Hincks, came back, and told me Mr. Hincks had answered that the property having been advertised for public sale, it could not be disposed of otherwise. We then returned to town.

366.—Did you understand that Messrs. Hincks and Morris made that inspection of the farm with a view to being interested in the purchase?—No, I understood it was Mr. Mills.

367.—Under what authority was the said property advertised for sale?—Under the authority of an Order in Council.

368.—What was the date of the last Order in Council preceding the sale? What was the date of your visit to the property with Messrs. Hincks, Morris, and Mills; and what was the date of the auction sale?—The last Order in Council was dated 29th April, 1853. Our visit to the property was on the 5th May, 1853, and the sale was on the 17th May, 1853.

369.—Were you present at the auction sale, and did you understand that Mr. Mathie was bidding for the property for the joint benefit of Messrs. Hincks, Morris, Mills, and himself?—I was present, but did not understand he was buying for Mr. Hincks or Mr. Morris, or any other than himself. I never heard that Mr. Hincks and Mr. Morris were concerned in the transaction, till it came out in the public press.

370.—Was the preparation of the papers for the completion of the transaction made under your direction?—They were prepared by the Honorable Mr. Panet, in conformity to the conditions of sale, and under my directions.

371.—Did you not learn, while these papers were in preparation, that Messrs. Hincks, Morris, and Mills were concerned in the purchase?—Yes, I heard that Mr. Mills was interested, and the name of Mr. Mills was ordered to be inserted in the papers when orders were given for their preparation.

372.—In whose name or names was the deed from Government made?—Honorable Samuel Mills and Wm. Mathie.

373.—Hon. Mr. *Hincks*.]—WAS there not a spirited competition for the farm at Point Lévi, and did not the price exceed very much what you expected it to realize? Do you not believe that the competition was greater than is usual at land sales?—Yes.

374.—Mr. *Brown*.]—HOW did you happen to be at the farm, on the 5th May, at the same moment as Messrs. Hincks, Morris, and Mills?—Mr. Hincks and Mr. Morris met me at the office door, told me there was a gentleman who wanted to see the farm, and introduced Mr. Mills who was with them; they asked me to accompany them to the farm, and I accordingly went with them.

The Honorable *Samuel Mills*, again Examined :

*Hamilton Post Office.*

375.—Hon. Mr. *Hincks*.]—WOULD you state whether at the time that you and I and Mr. Morris were considering Mr. James W. Ritchie's offer of certain lots in Hamilton, it was ever suggested by any one that those lots were likely to be improved in value by the erection of a Post Office?—No.

376.—Are you not the owner of property in the neighbourhood of the lots purchased by us from Mr. Ritchie to a very much larger extent than the lots in question?—Yes.

377.—Would you not have taken the same interest in endeavoring to get

the site of the Post Office at the place where you desired it, whether you had purchased the lots already referred to or not?—Yes, I considered it the best place.

378.—*Mr. Brown.*]—HOW many lots in the City of Hamilton did Mr. Hincks, Mr. Morris, and you purchase jointly, and can you describe them?—I cannot describe them; there were eleven in number.

379.—What was the price per lot?—About £250 for each lot.

*Point Levi Purchase.*

380.—*Hon. Mr. Hincks.*]—IN answer to Question 171 you state that you visited Point Levi with Mr. Fortier, and refer to a conversation with him about purchasing the farm at private sale, and you say that you then saw Mr. Hincks on the subject; will you explain more particularly when these conversations took place?—My impression was that I did not mention about the purchase by private sale to Mr. Hincks until after we returned to town from inspecting the property. I may be mistaken.

381.—Do you recollect that when you went with Mr. Fortier to view the farm you were accompanied by other parties; if so, by whom?—Yes, by Mr. Hincks and Mr. Morris.

382.—Was there any concealment made by Mr. Morris or myself regarding our interest in the Point Levi farm? Was it not freely spoken of immediately after the sale?—There was no concealment; it was freely spoken of. I never made any concealment of the matter, and I am not aware that Mr. Morris or Mr. Hincks did.

383.—Had there been the least desire to conceal our interest in the purchase, could it not have been done without difficulty?—Yes, no doubt of it.

384.—Were you ever requested by either Mr. Morris or myself to conceal our interest in the matter?—Never.

385.—*Mr. Brown.*]—WHEN you said, in answer to Question 382, that there was no concealment by Mr. Hincks and Mr. Morris of their interest in the Point Levi purchase, how did you know that? Did you not leave Quebec before the purchase, and was not the affair disclosed through the public press before you again saw Mr. Hincks and Mr. Morris?—I stated before that I was not here when the sale took place, and I dont know when the matter was disclosed.

Adjourned until to-morrow, at 10 o'clock, A. M.

*Thursday, 5th April, 1855.*

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman,

MR. BROWN,

HON. MR. ROBINSON.

Adjourned until Saturday, at 10 o'clock, A. M., for want of a quorum, (the next day being Good Friday.)

*Saturday, 7th April, 1855.*

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman,  
HON. MR. ROBINSON.

Adjourned until Monday, at 10 o'clock. A. M., for want a quorum.

*Monday, 9th April, 1855.*

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman,  
MR. BROWN.

The Hon. Mr. *Hincks*, a Member of the late Administration, was in attendance.

Adjourned until to-morrow, at 10 o'clock, A. M., for want of a quorum.

*Tuesday, 10th April, 1855.*

COMMITTEE MET.

PRESENT :

MR. SMITH (Northumberland,) Chairman,  
MR. BROWN,  
HON. MR. ROBINSON,  
MR. Solicitor General SMITH.

The Hon. Mr. *Ross*, a Member of the late Administration, was in attendance.

Mr. *Brown* moved that letters be severally written to  
The Secretary of the Grand Trunk (Canada East,) to  
The Secretary of the Quebec and Richmond,  
The Secretary of the St. Lawrence and Atlantic,  
The Secretary of the Grand Trunk,  
The Secretary of the Grand Junction, and  
The Secretary of the Toronto and Guelph Railway Companies,—request-  
answers to the following questions :

1.—By the 2nd clause of the Grand Trunk Amalgamation Act, cap. 39, 16 Vic., it is provided "That it shall be lawful for the Directors of any such Company " as aforesaid, to agree with the Directors of any other such Company or Companies, that the Companies they respectively represent shall be united as one " Company," and "to fix the terms upon which such union or such purchase shall take place, &c." Will you be good enough to furnish this Committee with a copy of the Minute made by your Directors in conformity with this provision of the Statute, preceding the Amalgamation of your Road as part of the Grand Trunk Line?

2.—By clause 3 of the same Statute, it is provided that “whenever any such agreement shall have been made as aforesaid, the Directors of each of the Companies which it is to affect, shall call a special general meeting of the Shareholders of the Company they represent;” “for the purpose of considering the said agreement, and of ratifying or disallowing the same.” Will you be good enough to furnish this Committee with all particulars in regard to the action taken upon this provision of the Statute by your Company, when it became amalgamated with the Grand Trunk Line. Please state when notice of such meeting was first published,—who were present thereat—the date thereof—the decision come to; and furnish a copy of the Minute made thereanent in the books of the Company.

3.—When the agreement was finally concluded in London, by which your Company was incorporated as a portion of the Grand Trunk Scheme, was your Company represented in London by any special agent in the negotiations which led to the final Amalgamation? If so, state by whom—the date when he was so specially authorized,—and please furnish copies of any Minute or Minutes made in the books of the Company on the subject, and of the instructions given to said agent.

*Ordered*,—That the said motion do lie on the table for further consideration.

Mr. *Brown* moved, that the Chairman be instructed to move in the House for an Address to the Governor General, praying for copy of the Order in Council, by which Messrs. Baring & Glyn were appointed Government Directors of the Grand Trunk Railway Company; also, any Order in Council by which the Honorable John Ross was, in the spring of 1853, instructed to proceed to England, in connection with the Grand Trunk Railway Scheme.

*Ordered*,—That the said motion do lie on the table for further consideration.

Mr. *Brown* moved, that the Chairman be instructed to move in the House for a Return of the operations of the St. Lawrence and Atlantic Railway since its commencement, shewing the dates at which the several sections were opened:

1.—The cost of constructing and equipping the Road before its Amalgamation with the Grand Trunk, and also the cost since then.

2.—The date when the American section of the said Road was leased, the length of that lease, and the annual sum payable under it.

3.—The gross earnings of the Road, half-yearly, since it was opened, and the cost of working it during the same periods, including office and all other expenses.

4.—The amount per share, and in gross, of back interest paid to the Shareholders of the said Road by the condition of its Amalgamation with the Grand Trunk, stating by whom said back interest was paid, by the Company or the Contractors.

*Ordered*,—That the said motion do lie on the table for further consideration.

Mr. *Brown* moved, that the following questions be sent to the Receiver General:

1.—Are Messieurs Baring, Brothers, & Co., and Messieurs Glyn, Mills & Co., the exclusive agents of the Province of Canada in London? Who obtained for them this exclusive agency, and what were the terms of the arrangement?

2.—What is the gross amount of the Provincial Municipal Railway Consolidated Loan Fund or other Debentures which have been negotiated by these firms since the date of their appointment, and in consequence of it? And at what prices were the several parcels placed?

3.—What sum have these firms received as commissions on the sale or redemption of securities, the payment of interest, and the investment of special fund money, since the date of their said appointment?

4.—What balance stood to the debit or credit of the Province with these firms on the 1st January, 1850, and on the 1st April, 1st July, 1st October, and 1st January, of each year since that date ?

*Ordered,*—That the said motion do lie on the table for further consideration.

Adjourned until to-morrow, at 10 o'clock, A. M.

*Wednesday, 11th April, 1855.*

COMMITTEE MET.

PRESENT :

MR. SMITH (Northumberland,) Chairman,  
MR. DORION, (Montreal),  
MR. LORANGER,  
HON. MR. ROBINSON,  
MR. Solicitor General SMITH.

The Hon. Mr. *Ross* and the Hon. Mr. *Hincks*, Members of the late Administration, were in attendance.

*W. McDougall*, Esq., of Toronto, Examined :

*Grand Trunk Railway Stock.*

386.—The *Chairman*.]—A charge has been made publicly against the late Administration, or some Members of the said Administration, in reference to the dealings in Grand Trunk Railway Stock. Will you have the kindness to state what you know personally respecting such dealings, either from conversation with the parties against whom such charge has been made, or otherwise?—I know nothing of any dealings of those parties in Grand Trunk Railway Stock, from conversation with those parties.

(Hon. Mr. *Ross* here objected to any evidence other than from personal knowledge of the witness.)

This objection being held good by the Committee, the witness did not proceed with his answer.

*Portland Stock.*

387.—A charge has been publicly made against the late Administration, or some Members of that Administration, in reference to dealings in Portland Railway Stock. Pray state what you know personally respecting such dealings, either from conversation with the parties against whom such charge has been made, or otherwise?—I know nothing personally of these transactions, except what I have heard from Mr. *Morris*, a Member of the Government, and others, which I am prepared to state.

*Victoria Bridge Lots.*

388.—A charge has also been made publicly against the late Administration, or some Members of that Administration, in reference to dealings or speculation in lots or lands near the north end of the contemplated Victoria Bridge, at or near Montreal; state, if you please, for the information of the Committee, what you know personally respecting such charge, or the subject matter out of which it



arose, either from conversation with the Members of that Administration, or any of them, or otherwise?—I know nothing personally, except what I have seen in the public prints.

*Montreal Court House.*

389.—There has been a charge made against Members of the late Administration, in reference to dealings in the Debentures issued for the construction of the Montreal Court House. Do you know anything personally respecting the subject matter out of which such charge has arisen; if yea, pray state what you know?—I make the same answer as to the last question.

*Point Levi.*

390.—It has been alleged that the Honorable Mr. Hincks and the Honorable Mr. Morris have been concerned in the purchase of public lands at or near Point Levi. State if you know anything respecting that transaction?—Mr. Morris, in a conversation which I had with him late in the fall of 1853, told me that the then Inspector General, Mr. Mills, Mr. Mathie, of Brockville, and himself, had joined in the purchase of public property at Point Levi.

*Hamilton Post Office.*

391.—It has been alleged that some one or more Members of the late Administration attempted, through his or their official position, to establish the City of Hamilton Post Office in such a position that his or their own private property might be benefited or increased in value thereby; pray state to the Committee what you know of the facts?—I know nothing of the facts, of my own personal knowledge.

*Sault Ste. Marie Canal.*

392.—There has been an accusation against some one or more Members of the late Administration, respecting the Sault Ste. Marie Canal, or some improper act in reference thereto. Can you give the Committee any evidence respecting that matter?—I know nothing of it from my own personal knowledge.

*Toronto Debentures.*

393.—Mr. Hincks has been charged with improperly purchasing City of Toronto Debentures, or using his official position to benefit himself, or otherwise acting improperly in reference thereto? Pray state anything you know respecting that matter?—I know nothing of that matter from my own personal knowledge, further than what I learned from discussions in the Toronto City Council, and from attending the hearing of the cause in the Court of Chancery, and from being present in the House of Assembly when the Bill was carried through, relating to those Debentures. I had personal knowledge of one point. It was stated that the issue of £7000 of Debentures under the old By-law was made in ignorance of the final passage of the Consolidated Bill. I was standing near the Parliament buildings, and near Mr. Bowes, then Mayor of the City, when the Governor General drove away, after assenting to the new Act, with others. And from a remark made by Mr. Bowes within my hearing I was satisfied he knew his Bill had received the Royal Assent.

*Montreal Loan.*

394.—The Committee are investigating a charge against the Hon. Mr. Hincks, respecting his negotiating or purchasing, or agreeing to negotiate or purchase,

City of Montreal Debentures, or negotiating a Loan for that City for a commission, and using his official position improperly in reference thereto? Can you give any evidence in reference to that matter or that charge, or can you inform the Committee from whom evidence can be obtained in reference thereto or to any of the matters upon which you have been previously interrogated?—I know, nothing, of my own personal knowledge. I was present in Parliament when this matter was being brought up by Mr. Boulton. I had a conversation with Hon. Mr. Ross, then Solicitor General, in which he stated, as near as I can recollect, that Mr. Hincks had been connected with the negotiation of the Montreal Loan, but that it had fallen through. Mr. Ross went on to justify speculations of that kind by Members of the Government.

395.—Was this conversation a casual conversation, and of a private nature between yourself and Mr. Ross, as political friends?—I did not consider it as a private conversation. I had no injunctions to secrecy from Mr. Ross.

396.—Hon. Mr. Ross.]—YOU say that I justified speculations on the part of Members of the Ministry, such as undertaking to buy and sell Municipal Stock that might be offered in market: is that what you mean in your answer to Question 394?—You justified such transactions as that about which we were conversing, the Montreal Loan, and one of the grounds on which you justified it was, the small salaries which public men received, and the necessity of eking out those salaries by such means.

397.—Did I not tell you distinctly that Mr. Hincks was not to have any commission for the transaction with respect to the Montreal bonds which had fallen through?—I have no recollection that Mr. Ross told me that Mr. Hincks was not to receive a commission, but I understood that the matter had then fallen through.

The Clerk laid before the Committee the following statement furnished by C. E. Anderson Esquire, referred to by him in his answer to Question 345, given on Monday, the 2nd instant:

WEEKLY STATEMENT of Cash in Bank of Upper Canada, in the months of June, July, and August, 1852.

|                  | Available. |    |    | At Interest. |    |    | Total.  |    |    |
|------------------|------------|----|----|--------------|----|----|---------|----|----|
|                  | £          | s. | d. | £            | s. | d. | £       | s. | d. |
| June 1, 1852.... | 187,444    | 10 | 7  | 196,166      | 13 | 4  | 383,611 | 3  | 11 |
| “ 8, “ ....      | 203,358    | 4  | 2  | 196,166      | 13 | 4  | 399,524 | 17 | 6  |
| “ 15, “ ....     | 195,905    | 18 | 0  | 196,166      | 13 | 4  | 392,072 | 11 | 4  |
| “ 22, “ ....     | 205,007    | 6  | 10 | 196,166      | 13 | 4  | 401,174 | 0  | 2  |
| July 1, “ ....   | 186,548    | 3  | 0  | 196,166      | 13 | 4  | 382,714 | 16 | 4  |
| “ 8, “ ....      | 180,842    | 14 | 0  | 196,166      | 13 | 4  | 377,009 | 7  | 4  |
| “ 15, “ ....     | 114,262    | 12 | 4  | 196,166      | 13 | 4  | 310,429 | 5  | 8  |
| “ 22, “ ....     | 116,297    | 14 | 1  | 196,166      | 13 | 4  | 312,464 | 7  | 5  |
| “ 31, “ ....     | 53,919     | 1  | 5  | 196,166      | 13 | 4  | 250,085 | 14 | 9  |
| Aug. 7, “ ....   | 78,572     | 14 | 10 | 196,166      | 13 | 4  | 274,739 | 8  | 2  |
| “ 14, “ ....     | 117,177    | 3  | 6  | 165,633      | 6  | 8  | 282,810 | 10 | 2  |
| “ 21, “ ....     | 113,098    | 7  | 5  | 165,633      | 6  | 8  | 278,731 | 14 | 1  |
| “ 31, “ ....     | 118,939    | 12 | 4  | 165,633      | 6  | 8  | 284,572 | 19 | 0  |

C. E. ANDERSON,  
D. R. G.

Receiver General's Department,  
Quebec, 4th April, 1855.

The Clerk laid before the Committee a letter received from Erastus Corning, Esquire, of Albany, in reply to Question 337, transmitted to him by order of the Committee on the 31st March last, as follows:—

ALBANY, 4th March, 1855.

T. Patrick, Esquire,  
Acting Clerk Committee,  
Quebec, L. C.

DEAR SIR,—Your favor of the 31st ultimo is received. In reply to the question of "Have you been concerned in a Contract for constructing a Canal at Sault Ste. Marie," I reply that I have, and still am.—"And if so, will you state to the Committee whether any Member of the Canadian Government was interested, directly or indirectly, in such Contract, or whether you are aware of any communication having taken place with any Member of the Canadian Government on the subject?"—No person in Canada has at any time been concerned in the said Contract, or in any benefits to be derived therefrom, either directly or indirectly, to the best of my knowledge, information and belief; any charges or accusations such as you refer to against the Members of the late Administration of Canada in regard to the work spoken of, I consider wholly and entirely without foundation; neither do I believe that any communication has taken place with any Member of the Canadian Government, on the subject.

I remain yours respectfully,

ERASTUS CORNING.

The Clerk laid before the Committee a letter and correspondence received from Erastus Fairbanks, Esquire, Ex-Governor of the State of Vermont, in reply to Question 337, transmitted to him by order of the Committee on the 31st March last, as follows:—

ST. JOHNSBURY, 4th April, 1854.

SIR,—In reply to your enquiries of the 31st ultimo, I beg to refer you to the accompanying copy of my letter of the 18th December last, addressed to the Hon. N. F. Belleau, Chairman of a Special Committee of the Legislative Council.

Very respectfully,

Sir,

Your obedient servant,

ERASTUS FAIRBANKS.

T. Patrick, Esquire,  
Acting Clerk of Com. of Legislative Assembly,  
Quebec.

(Copy.)

ST. JOHNSBURY, 18th December, 1854.

SIR,—I have received your communication of the 12th instant, in which, as Chairman of a Special Committee of the Legislative Council, you enquire "whether, in the contract for the construction of a Canal at the Sault Ste. Marie, the Contractors were concerned with any party in Canada, and if so with whom; and whether I am aware that any Member of the Government of Canada has had any interest, directly or indirectly, in that work."

The contract with the State of Michigan, for the construction of the Saint Mary's Falls Ship Canal, was originally taken by an association of American gentlemen, residing in Boston, St. Johnsbury, New York City, Albany, Utica, Detroit, and Chicago. These associates were subsequently organized into a Corporation, under a special charter granted by the Legislature of the State of New York, and the contract was assigned to that Corporation.

It is not within my knowledge, nor do I believe that any party in Canada was either directly or indirectly interested in the original contract, and I am not aware that any such party is or has been the owner of Stock in the Corporation.

Being one of the Directors of the Company, I have occasionally examined the list of Stockholders, but I have never discovered the name of any citizen of Canada.

I have the honor to be,  
Very respectfully,  
Your obedient servant,  
ERASTUS FAIRBANKS.

Hon. N. F. Belleau,  
M. L. C., Quebec.

The Clerk laid before the Committee a letter and correspondence received from Joseph Wenham, Esquire, Manager Bank of Upper Canada, Montreal, in reply to Questions 322, 343 and 344, transmitted by order of the Committee on the 31st March last, as follows:—

OFFICE OF THE BANK OF UPPER CANADA,  
MONTREAL, 2nd April, 1855.

SIR,—I beg to acknowledge the receipt of your letter dated 31st ult., with sundry questions referring to some advances made to the Corporation of Montreal in 1852, and, in reply, to state that the following sums were so advanced, the Bank receiving for its remuneration, interest at the rate of 6 per cent. per annum:—

|                         |                            |
|-------------------------|----------------------------|
| £5000 on 27th July..... | Repaid 29th January, 1853. |
| 5000 " 16th Aug.....    | " 10th March, "            |
| 3000 " 22nd Sept.....   | " 22nd March, "            |
| 2000 " 13th Oct.....    | " 13th April, "            |
| 3000 " 27th Oct.....    | " 27th April, "            |

I also send copy of a letter from Mr. Ridout, Cashier of the Bank at Toronto, dated 23rd July, 1852, giving instructions on the subject, which will, I trust, furnish the Committee with all the particulars and information required.

I am, Sir,  
Your obedient servant,  
JOS. WENHAM, Manager.

T. Patrick, Esq., &c., &c.,  
Legislative Assembly, Quebec.

(Copy.)

BANK OF UPPER CANADA,  
TORONTO, 23rd July, 1852.

Joseph Wenham, Esquire,  
Manager Bank U. C.,  
Montreal.

SIR,—The Mayor and Corporation of Montreal are negotiating with Capitalists for a certain Loan for the construction of Water Works and other city improvements; but, as in the meantime they require funds to proceed immediately with their contract for a supply of water, I am directed to authorize you to open a credit with the said Mayor and Corporation to the amount of twenty thousand pounds currency, for which they will lodge with you that amount in City Debentures, to be hereafter redeemed with interest as soon as their Foreign Loan is completed.

It is understood that the City Account, as far as regards the above transaction, will be kept at your office.

I remain, Sir,

Your obedient servant,

THOS. G. RIDOUT,  
Cashier.

The Clerk laid before the Committee a letter received from the Honorable Peter McGill, in reply to information requested by order of the Committee, on the 30th March last.

BANK OF MONTREAL,  
MONTREAL, 2nd April, 1855.

T. Patrick, Esq.,  
Committee Room,  
Legislative Assembly,  
Quebec.

SIR,—I have the honor to acknowledge receipt of your letter of the 30th ultimo, requesting me to forward, for the information of the Committee, all communications between Mr. Simpson, or the Bank of Montreal, and Messrs. Baring, Brothers, & Company, the Corporation of Montreal, or any other party, in reference to the negotiation of a Loan for the consolidation of the debt of the City of Montreal.

In reply, I beg to inform you that Mr. Simpson being at present absent from the City, it is not in my power to forward to the Committee the information required.

I have the honor to remain,

Sir,

Your obedient servant,

PETER MCGILL.

The Hon. *James Morris*, a Member of the Legislative Council, being called in, requested that in the absence of Mr. Brown, a Member of the Committee, his examination might be deferred until that gentleman was present.

*Ordered*,—That Mr. Morris' examination be postponed until to-morrow.

Adjourned until to-morrow, at 10 o'clock, A. M.

Thursday, 12th April, 1855.

#### COMMITTEE MET.

##### MEMBERS PRESENT :

MR. SMITH, (Northumberland,) Chairman,

MR. BROWN,

MR. DORION, (Montreal,)

MR. LORANGER,

HON. MR. ROBINSON,

MR. SOL. GEN. SMITH.

The Hon. Mr. *Hencks*, a member of the late administration, was in attendance.

The Hon. *James Morris*, a Member of the Legislative Council, Examined :

*Hamilton Post Office.*

398.—*Mr. Brown.*]—WHEN you were Postmaster General, was the site of the new Post Office at Hamilton selected, and had you the selection, as head of the Department?—Yes.

399.—How many sites had you under consideration before a final choice was made?—Four.

400.—Was one of the sites proposed to you, on or near the corner of Main and James Streets, opposite Norton's Hotel?—*Mr. Ford's* lot, if that is the one you allude to, was proposed to me.

401.—By whom was that lot proposed to you?—By *Mr. Mills* and *Mr. McKinstry*.

402.—Were any letters or petitions sent to you in favor of that lot, or was it proposed verbally only?—Verbally only, I think; I had no letters or correspondence in reference to it.

403.—Are you quite sure on that point?—It is my impression; if there was it is in the office. I had no private correspondence.

404.—Had you any conversation on the subject with any one previous to going up to Hamilton to make the final selection?—I had not.

405.—Had you no conversation in Toronto with any one as you passed up? Not to my recollection, and my belief is that I had not.

406.—Have you no recollection of telling me as an argument that you could never have selected the *Ford Lot*, that you were warned by a friend in Toronto as you passed up, that your conduct was being watched in the matter?—No, I never told *Mr. Brown* so. It was after I had purchased the lot, I called upon *Sir Allan MacNab*, and during the time I was with him he asked me if I had selected a site; I said yes. He then said "you are watched in this matter,"—and that I may have told *Mr. Brown*.

407.—Were you only once in Hamilton in reference to the selection of a Post Office site? And about what date was it?—Only once; the date of my visit was early in July, 1853.

408.—When had you been there before?—The previous year, in summer.

409.—When did *Mr. Hincks*, *Mr. Mills*, and you, purchase the *Ritchie Lots*?—We bought those lots in June, 1853.

410.—Was the lot you finally selected that facing *Merrick Street*, over which the office is now going up?—The lot I purchased did not face *Merrick Street*, but it adjoined the lot facing *Merrick Street*, on which *Mr. Ritchie's* house stood, and which I subsequently obtained from *Mr. Buchanan* in exchange, without the payment of any difference. I would have selected the lot facing *Merrick Street*, had it not been for the difference in price which was £400 or £500; I think the parties owning it said they would ask the value of the house difference between the two lots. I had selected the lot, and purchased it, before *Mr. Buchanan* purchased the property adjoining it. I would have been willing to have paid *Mr. Buchanan* a small sum, say from £50 to £100, had he required it, to obtain the exchange which was afterwards effected.

411.—Did this exchange of lots result from the following letter addressed to you by Mr. Buchanan?

(Copy.)

HAMILTON, 11th July, 1855.

MY DEAR SIR,—I am glad to hear from Mr. Ritchie, that the Post Office is to be on his lot, and I may mention that I have taken a step, depending on your friendship, of a very important character. I have bought *all* the property between Mr. Ward's lot and Gore Street, (the Street leading out of James Street,) and I have bought also the balance of Mr. Ward's lot, so that what I depend on you for is to put the Post Office in a better part of the lot, viz: that facing Merrick Street. This involves Mr. Ritchie's house being removed at once.

Although this change will be a great ornament to the Town, still I could not have made the above arrangement without being able to depend on your doing what you can to go into my views.

I shall be glad of a line from you to say that I may suppose this arranged.

Yours faithfully,

ISAAC BUCHANAN.

The Hon. James Morris, &c., &c., &c.

Yes, and I think if you send to the office you will find that I answered the offer by telegraph.

412.—Have you any further statement to make?—I have no further statement to make.

413.—Hon. Mr. *Hincks*.]—DO you not consider that the exchange of lots between Mr. Buchanan and the Department was a most advantageous one for the public, while it, at the same time, was thought to be a good arrangement for Mr. Buchanan?—Yes.

414.—At the time of the purchase of certain town lots in Hamilton by Mr. Mills, Mr. *Hincks* and yourself, was there any suggestion whatever as to these lots being improved in value by a Post Office being erected either upon any of them or in their neighbourhood?—Never the slightest allusion made to the subject.

415.—Had you ever any conversation with Mr. *Hincks* as to the sites of the Hamilton Post Office, or did he ever try to use any influence on the subject?—I never had any conversation with Mr. *Hincks* on that subject. My colleagues confirmed my acts after the purchase of that site and others, but previous to the purchase I never consulted any of them as regards the Hamilton Lot; I did about the Kingston Post Office, and I may have spoken to them about the site of the Montreal Post Office, and I may have also consulted them regarding the site of the Toronto Post Office.

416.—Mr. *Loranger*.]—AS things have turned out, do you consider the bargain to have been advantageous to Mr. Buchanan?—I do not.

417.—Mr. *Dorion*.]—WAS the exchange of the property for the site of the Post Office at Hamilton made by virtue of an Order in Council, and was such an order necessary, or what was the practice in such matters?—It was considered unnecessary, the power being vested in the Head of the Department to make the exchange without reference to Council. There was no Order in Council. It was made according to the usual practice of the Department.

*Portland Stock.*

418.—*Mr. Brown*].—ARE you aware that Members of the late Administration had early intelligence that an Amalgamation of the St. Lawrence and Atlantic Railway with the Grand Trunk had been effected in London, and that they used that intelligence in purchasing up St. Lawrence and Atlantic Stock at a depreciated value from persons who had not the same reliable information?—I have no knowledge of it whatever.

419.—Have you stated to any one that Members of the late Administration had acted in such a manner, and did you express any opinion thereupon?—I could not have stated that they had acted in that manner, for I had no personal knowledge of it; assuming what I heard was true, that they were in possession of exclusive information, I have expressed the opinion that it was wrong for Shareholders to purchase from fellow Stockholders ignorant of such information.

420.—If it was wrong in Shareholders to do so, would not such conduct have been still more culpable in Directors and Members of the Executive who had early information as such?—Equally objectionable.

421.—*Hon. Mr. Hincks*].—DID you ever communicate with *Mr. Hincks* on the subject, and did you continue a Member of the Government with him while you were expressing opinions to others that he had, according to the rumours which you appear to have believed, acted as you have described?—I never communicated with *Mr. Hincks*; I did continue a Member of the Government. The opinion which I did express was entirely hypothetical, that if the parties had received exclusive information, I did not think it right in them to act upon it, and I never received any information which led me to believe that my late colleague, *Mr. Hincks*, had purchased under such information.

422.—Were you then discussing with others hypothetically accusations made against your colleague, and pronouncing an opinion against his alleged conduct, and still you did not ask him whether the charge made was true?—I think the former answer is quite sufficient.

423.—Did you, in the conversation to which you have referred, express your disbelief of the truth of the charge against your colleague, of conduct which you have declared would have been improper?—I stated that I knew nothing whatever of the truth of the charges which had been preferred against *Mr. Hincks*.

*John Leeming*, Esq., of the City of Montreal, Examined:

*Montreal Loan.*

424.—*Hon. Mr. Hincks*].—WERE you not an Alderman of the City of Montreal in the year 1852, and were you not Chairman of the Finance Committee of the Corporation for the same year?—I was both.

425.—Was not the Corporation using its best endeavours during that year to negotiate a Loan of £100,000 sterling, principally for the purpose of erecting Water Works?—They were, principally for consolidating their debt.

426.—With whom were these negotiations commenced? Were the terms fixed by the Corporation at that time ever deviated from to the disadvantage of the Corporation?—The negotiations were commenced with the Bank of Montreal, and the terms fixed were not deviated from to the disadvantage of the Corporation.



427.—What was the cause of the termination of the negotiations conducted through the Bank of Montreal?—The terms could not be accepted.

428.—Did Mr. Hincks use any influence with you or with any one to your knowledge to induce you to recommend the rejection of the offer made by Messrs. Baring, Brothers, & Co., of London, through the Bank of Montreal?—He did not.

429.—Was not the Corporation urgently pressed for want of money at the time, and would it not have accepted any offer for the Loan on the terms prescribed by the City Council?—It was and would have done so.

430.—Was Mr. Hincks employed in any way as an Agent of the Corporation?—No.

431.—Was he to receive any commission or remuneration of any kind from the Corporation?—No.

432.—Did not Mr. Hincks simply promise, at the request of the Corporation, to endeavour to get parties to take the Corporation Loan on their own terms, which terms they had in vain tried to obtain through other parties?—He did, and the request came from the Corporation to him.

433.—Are you aware by whom the alterations in the Montreal Corporation Act were suggested?—There were a number of alterations suggested, some of which came from Baring's, some originated with the necessities of the Corporation itself from the position in which it was placed.

434.—Were not those alterations principally the establishment of a Sinking Fund, and the adoption of more stringent means of enforcing payment from the taxable inhabitants in case of default?—Certainly they were.

435.—Was not the offer of 95 made by Messrs. Baring, Brothers, & Co., conditional on the passage of the amended Act?—It was.

436.—Did Mr. Hincks ever, directly or indirectly, attempt to influence you or any one else to your knowledge, to negotiate the Corporation Loan through him, on the ground of his aiding in the passage of the Act in question?—No, he did not.

437.—Did you ever imagine that Mr. Hincks' assistance was required, to obtain from Parliament such amendments in your Act of Incorporation as would tend to improve the credit of the City?—I believe the amendments we required were unanimous, I never heard of any objections to them on the part of any one.

438.—Are you satisfied in your mind, that the price of £98 per £100 was the utmost price at which the City Bonds could have been sold at the period when you were in communication with Mr. Hincks?—I am quite satisfied.

439.—Did Mr. Hincks impose on you any injunction of secrecy in this transaction? Were not the Mayor and all the Members of the Finance Committee of the Corporation aware of all the facts of the case?—There was never any injunction of secrecy laid upon me by any one; I cannot say what the Committee may have done, but all the facts of the case were communicated to them as far as I knew them, from time to time.

440.—The Loan was afterwards, in January, 1853, taken at par. Is it not the case that during the interval which had elapsed, Canada's local securities of all kinds had increased in value?—Certainly, the Loan was taken at par, and all kinds of Canada securities had increased in value.

441.—Are you not aware that the negotiations with Mr. Hincks were broken off owing principally to the parties with whom he was in communication requiring conditions of even greater stringency than those required by Messrs. Baring, Brothers, & Company?—I do not know the nature of the conditions upon which the negotiations were broken off. I was led to believe they were more stringent than were those stipulated by Baring.

442.—Do you recollect the circumstances under which the temporary Loan of £18,000 was obtained from the Bank of Upper Canada during the fall of 1852?—I do.

443.—Are you aware that other Banks had advanced money on Loan to the Montreal Corporation before that time?—I am aware of it; not in Bonds; they discounted three months notes for it. The notes of the Corporation, signed by the Mayor as Mayor, and individually as Charles Wilson.

444.—Was the Corporation at that time in debt to the Bank of Montreal, and if so, about how much?—It was in debt (I speak only from memory) either £18,000 or £27,000, or thereabouts.

445.—Had the Bank of Upper Canada refused to lend money to the Corporation?—Never, to my knowledge.

446.—Do you think the Clerk of the Montreal City Council, from his position, and from the nature of his duties, competent to pronounce an opinion that the Bank would not have lent the Corporation money, if asked to do so?—I do not think he is at all likely to know. The City Clerk's duties have nothing whatever to do in the Finance.

447.—Were not these transactions wholly out of the department of the City Clerk; were not you, from your position as Chairman of the Finance Committee the person most conversant with all that took place?—They were, and undoubtedly I was.

448.—Had the temporary Loan from the Bank any connection whatever with the negotiation of the Loan for £100,000 as forming part of it?—None whatever as forming part of it.

449.—Would you not consider that any allegation, that it was so much paid on account of that Loan, was wholly without foundation?—Most decidedly. It had nothing to do with the Consolidated Loan.

450.—Can you state positively that there was never any understanding whatever implied or otherwise with Mr. Hincks, that he was to obtain this temporary Loan from the Bank of Upper Canada as a part of the £100,000 Loan, or in consideration of his being employed to effect the same?—Yes, I can state positively that there never was any such understanding either implied or otherwise.

451.—Is it not the case that in all these negotiations with Mr. Hincks the interest of the City of Montreal was the first object kept in view by all parties?—It is the case.

452.—Have you any doubt that Mr. Hincks would at any period, from the time he was first spoken to on the subject, have recommended you to take any offer that you could have obtained at your limits for the City bonds, even if the parties had been entire strangers to him?—I have no doubt that Mr. Hincks would have so acted.

453.—What opinion did you form of Mr. Hincks' conduct in the transaction in question: was it that of a person trying to benefit himself by going into a

speculation, or of one anxious to aid, as far as in his power, the first commercial city of the Province in obtaining a Loan imperatively required for pressing public purposes?—The opinion I formed, and which I have repeatedly expressed, was that the Corporation of Montreal was greatly indebted to Mr. Hincks for his entirely disinterested services in regard to that Loan.

454.—Mr. *Brown*.]—WHEN the negotiation was first opened with Messrs. Baring, Brothers, & Co., had you not cause to anticipate for some time a favorable conclusion?—It was always a matter of uncertainty.

455.—You say that Messrs. Baring, Brothers, & Co., demanded legislation in regard to the position of the Montreal Council, ere they both agreed to any Loan; how and when did they make that demand?—They did not demand legislation, but they accompanied their offer with such conditions that could not be carried into effect without legislation. This letter was of 4th May, 1852.

456.—Was Mr. Hincks in England when they made that demand, and had he suggested to Messrs. Baring the necessity for it?—I do not know.

457.—Do you know of any letters between Messrs. Baring, Brothers, & Co., and the Bank of Montreal or the Corporation of Montreal, on the subject of the said Loan, which are not yet before this Committee?—I do not. During the whole of the negotiation I never heard of any letters except those given in evidence before this Committee.

458.—Mr. *Dorion*.]—You state that the application to negotiate the Loan came from the Corporation to Mr. Hincks; do you allude to the letter of the 19th July written by Mr. Demers, a copy of which has been by him produced before this Committee?—Mr. Hincks was never authorized to negotiate the Loan; he was requested to use his exertions to enable the Corporation to negotiate the loan in London. I do not allude to that letter.

459.—Mr. *Brown*.]—EXPLAIN how, when, and by whom he was so requested?—We heard of Mr. Hincks' name in connection with the Loan first from Messrs. Baring's letter now in evidence of 26th March. I do not know how nor whether any instructions were sent to him at all.

460.—If you cannot tell how the negotiations were opened with Mr. Hincks how can you tell the object proposed to him?—I saw Mr. Hincks on his return from England, and I had a conversation with him on the subject.

461.—Then the negotiations were opened with Mr. Hincks while he was still in England?—No. I stated before that I don't know that any instructions were sent to him in England.

462.—You said that you, as the Chairman of the Finance Committee, had the conduct of the negotiations for the Loan; how was it you were unaware of the application to Mr. Hincks?—I was not unaware of it; I applied to him myself. I have stated before that there was no communication with Mr. Hincks by the Corporation while he was in England. I saw him, on his return, on the subject, and he said there was no probability of our negotiating a Loan with any one in England unless we were prepared to offer better security than we could at that time. This was the commencement of the communications with Mr. Hincks.

463.—Had you, or any Member of the Finance Committee, any written correspondence with Mr. Hincks on the subject; and if so, can you furnish the Committee with copies thereof?—I had none, and I don't know that any other Member of the Finance Committee had either.

464.—*Mr. Dorion.*]—WERE the negotiations with Mr. Hincks entered into before the terms proposed by Messrs. Baring & Co. were rejected?—Certainly not, Baring's were rejected on the 23rd June, 1852, and they were so informed through the Bank of Montreal.

465.—Was there a draft of a Bill submitted to the Finance Committee for the purpose of giving additional security to lenders, and from whom or whence did this draft come. Can you state when and by whom it was received?—I don't know from whom it came. I cannot say by whom it was received.

466.—Was the draft of the Bill already mentioned submitted to the Finance Committee before the Committee rejected Messrs. Baring & Co.'s conditions?—I do not know.

467.—On whose behalf did Mr. Judah act when he appeared before the Finance Committee, as mentioned in the minutes produced by the City Clerk. Was it about the Loan in question?—Mr. Judah appeared at the Council at my request, and the information which he gave was, in substance, the same as stated in the letter to the Montreal Bank. I do not know in whose behalf he acted. I met him in the street, and I suggested that he should come to the Council. He was there about the Loan in question.

468.—Had Mr. Judah been applied to to negotiate the Loan, or why was he brought to the Committee?—He had not been applied to. He was brought to the Committee to give certain information respecting the Loan, the nature of which is stated already in the minutes of 5th April, 1852.

469.—*Mr. Brown.*]—DID Mr. Judah come before your Committee merely as a private citizen, or had he special information to give: if so, from whom had he that information?—I really do not know.

470.—*Mr. Dorion.*]—FROM whom did you learn that the Loan had not been negotiated through Mr. Hincks, on account of the stringency of the conditions required by parties in England, from whom the Loan was to be obtained?—I learned from the Mayor, Mr. Wilson, who shewed me Mr. Hincks' letter to him to that effect.

471.—Had you yourself any conversation with Mr. Hincks, on the subject of the Loan, and did he ever mention to you the name of any party or parties for whom he was acting or with whom he intended to negotiate the Loan?—I had a conversation with him, and he did not mention the names.

472.—When you received the second instructions from the Corporation, had not the Finance Committee in view to negotiate the Loan with or through Mr. Hincks?—They had.

473.—At the time the advances were made by the Bank of Upper Canada to the Corporation, did not the Corporation of Montreal keep its deposit account almost exclusively with the Bank of Montreal, and was there any portion of it kept with the Bank of Upper Canada?—It was kept exclusively with the Bank of Montreal.

474.—Could the Corporation, at the time these advances were made, have obtained them from the Bank of Upper Canada or any other Bank to the same amount?—I do not know.

475.—Had not the Consolidated Loan been in contemplation, do you think Mr. Hincks would have interfered to obtain the temporary Loan from the Bank of Upper Canada?—I do not think he would; at the time that application was made there was some probability that our Bill would be obtained, and the Loan negotiated, and the amount repaid.

476.—Mr. *Loranger*.]—DO you not consider that the Bill increased the value of the Corporation Bonds?—Of course it did.

477.—To what extent was the value of the bonds increased?—We negotiated at par; previously we could not have negotiated them at more than 95, and coupled with conditions with which we could not comply.

478.—Mr. *Dorion*.]—WAS not Mr. Hincks to negotiate the Loan, and pay £98 for every £100 of bonds he would receive?—If Mr. Hincks negotiated the Loan he was not to accept less than £98 for £100. If any party had offered us £98 we would have accepted it.

479.—Mr. *Brown*.]—IF Mr. Hincks obtained over £98 for each £100, was his commission to be taken out of the surplus?—Mr. Hincks was not to have any commission whatever. He was not to have surplus nor pay or remuneration, nor consideration of any sort.

480.—What then did the Finance Committee mean when they wrote thus to Mr. Hincks, on 19th July, 1852:—"Should it be impossible to obtain this Loan at par, the Committee are willing to allow a discount of two per cent. on the face of the bonds, which per centage must include all commissions?"—The Banks in London would, in all probability, require a commission both upon the dividends and the principal, as Barings did in their letter of 4th May; and the letter of 19th July to Mr. Hincks contained the decision of the Committee of the Council, that this must be all included, so as to nett the Corporation £98.

481.—Mr. *Dorion*.]—WAS it not freely stated in the Committee by the Mayor or by other Members of the Committee that Mr. Hincks would make a handsome sum by the negotiation, or something to that effect?—I never heard, in the Committee or elsewhere, that he was likely to make anything by it.

482.—At whose suggestion was it proposed that Mr. Wilson should go to England to negotiate the Loan?—I do not know how the suggestion came out; I do not know who made it.

Mr. Brown laid on the table his answer to Question 327, given him on the 3rd of April, instant.

*Ordered*,—That the Clerk do summon Henry Judah, Esquire, to attend before the Committee on to-morrow, at ten o'clock, A. M.

Friday, 13th April, 1855.

### COMMITTEE MET.

#### PRESENT :

MR. SMITH, (Northumberland,) Chairman,  
 MR. BROWN,  
 MR. DORION, (Montreal,)  
 MR. LORANGER,  
 HON. MR. ROBINSON,  
 MR. Solicitor General SMITH.

The Honorable Messrs. *Ross*, *Hincks*, and *Morris*, Members of the late Administration, were in attendance.

The Hon. *Charles Wilson*, a Member of the Legislative Council, Examined :

*Montreal Loan.*

483.—Hon. Mr. *Hincks*.]—DID you ever inform any person that I was to make £2000 out of the Montreal City Loan ; and if so, on what authority did you say so?—I cannot recollect exactly, but to the best of my belief I mentioned to the City Treasurer that probably Mr. *Hincks* would make £2000 by it. I now state that Mr. *Hincks* never told me he was to make anything by it, and I had no authority for making the statement ; I merely spoke from impression.

484.—Mr. *Brown*.]—IN what way did you think Mr. *Hincks* might realize this sum of £2000?—It was my impression, I did not know exactly, but I thought he might negotiate the Loan for us with some friends. He might negotiate at par. There is a letter here to Mr. *Hincks* requesting him to negotiate at par for us. If he would not do so we were willing to take 98 for the face of the Bonds.

485.—Mr. *Dorion*.]—HAD you not a conversation with Mr. *Hincks*, in which you mentioned to him he would make about £2000 by negotiating the Loan for the Corporation, or a very handsome sum by the transaction ; and did he not state to you that he would not make quite so much, as he would have to pay agencies, or something to that effect?—I had a conversation with Mr. *Hincks*. I stated to him “ I presume you will make something by this.” From his conversation I could not know whether he would make any thing : he merely stated that it would have to pass through different hands ; that commissions had to be paid.

486.—Did he or did he not deny that he would make anything by the transaction?—I have replied to that in the last question.

487.—Was it not freely stated in the Finance Committee, by you or by the other Members thereof that Mr. *Hincks* would make about £2000 by the transaction, or a considerable profit by it?—I cannot remember any such conversation.

488.—Was not the conduct of Mr. *Hincks* in connection with this transaction commented upon by the Members of the Finance Committee while the negotiation was being carried on,—and specially with a view to his realizing a profit from the transaction?—I am not aware of that.

489.—Were not such statements made in the Council?

An objection being made to this question being put to the witness, the Committee divided, and the Yeas and Nays being called for, they were taken down as follows :

| <i>Yeas :</i>           | <i>Nays :</i>                       |
|-------------------------|-------------------------------------|
| Messrs. <i>Brown</i> ,  | Messrs. <i>Loranger</i> ,           |
| <i>Dorion</i> ,         | Solicitor General <i>Smith</i> ,    |
| Mr. <i>Robinson</i> ,—3 | <i>Smith</i> , (Northumberland),—3. |

The Chairman gave his casting vote with the Nays.

So it was decided in the negative, and the question was withdrawn.

490.—Mr. *Brown*.]—DID you conduct the negotiation with Mr. *Hincks* on behalf of the Corporation ; and if so, how and when were the negotiations opened?—I did not conduct the negotiations. I had a conversation with Mr. *Hincks* on the subject. The Chairman of the Finance Committee carried on the negotiations. The negotiations were opened by verbal communications by myself with Mr.

Hincks in Montreal. I don't recollect the date. Other parties, I think, must have been present, as the authority was with the Finance Committee. It was after Mr. Hincks' return from England that the negotiations were opened.

491.—Had you any written correspondence with Mr. Hincks on the subject of the Loan?—I might have written to Mr. Hincks but I don't recollect it. I did receive private letters from him.

492.—How many letters did you receive from Mr. Hincks on the subject, why were they private, and can you produce them?—I recollect of two only. There is one of them already produced to the Committee; the other is a private letter that I have not with me. I can produce it.

493.—Will you produce the said letter?—If the Committee desire that I shall do so, I will.

494.—The letter you have produced by Mr. Demers was marked "Private," is the other letter of the same character as it?—I think it is on the same business, but I have not seen the one now before the Committee. Now I see it, I answer that the contents of the one not produced were that Mr. Hincks' friends in England, having advised with their Solicitor, and receiving an adverse opinion, were indisposed to have anything to do with the transaction.

495.—Was that letter the only communication made to the Council by Mr. Hincks that he withdrew from the negotiation?—I cannot answer that. I don't remember, but I know that Mr. Hincks would have nothing more to do with it.

496.—When was the negotiation broken off; was it shortly after the debate in Council and the consequent discussion in the House of Assembly?—About that time.

497.—Mr. *Dorion.*]—DID you, on or about the 18th July, 1852, meet Mr. Hincks and Mr. Demers, the Treasurer of the Corporation of Montréal, at the City Hall, on the subject of this Loan?—Yes.

498.—Look at the letter of the 19th July, 1852, produced by Mr. Demers, and state whether that letter was written then in your presence and that of Mr. Hincks?—It is impossible for me to say whether I was present and Mr. Hincks, or not; I don't remember, we might have been present.

499.—At the interview you had with Mr. Hincks and Mr. Demers, on or about the 18th July, was Mr. Leeming present?—I cannot say.

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*Henry Judah, Esq., of the City of Montreal, Examined:*

500.—Mr. *Dorion.*]—IT appears by the Minutes of the Finance Committee of the Corporation of Montreal for 1852, that, on the 5th April, you appeared before the Committee, and you gave certain information respecting the Loan then in contemplation, to consolidate the debt of the Corporation of Montreal. Will you state if you appeared there on your own behalf, or as acting for any other party or parties, why and what was the object for which you appeared before said Committee?—About the time mentioned in this question, I received a letter from Mr. Hincks from London, which I communicated to Mr. Wilson, Mayor of the City, and at the request of Mr. Leeming, President of the Finance Committee, I subsequently communicated the contents of the letter to the Members of that Committee.

501.—Had the letter any reference to the contemplated Loan, and can you produce the same?—It was a private letter, and had no reference to the Loan in question. At the end of the letter he stated, “I fear your Corporation will not obtain their Loan without some alteration in the Law,” or words to that effect. I am unable to state if the letter has been destroyed, it contained nothing relating to the Loan in question beyond what I have stated.

502.—Did you suggest any mode by which the Loan could be effected, and how?—I found on appearing before the Committee, that Hon. Mr. McGill had also received a letter by the same post from Mr. Hincks on the subject of the Loan, and Mr. Leeming stated in my presence that the letter to Mr. McGill contained all the details, and I left without saying one word on the subject.

*Wm. McDougall, Esq., again Examined :*

*Various Charges.*

503.—Mr. *Brown.*]—HAD you any conversation with the Honorable Mr. Morris in reference to charges against the late Administration, and if so state when, and what passed between you?—As stated in my examination the other day, I had a conversation with Mr. Morris in the fall of 1853, in reference to charges against Members of the late Administration. The question of the Toronto Debentures was referred to, and Mr. Morris rather complained of the course of remark which as a Journalist I had made in reference to those transactions. I justified the objections which, as a Journalist, I had made to the Toronto case. Mr. Morris took exception to the rule which I had laid down, and mentioned the Point Levi case, in which he stated he had himself been concerned. He stated that he and Mr. Hincks, Mr. Mills, of Hamilton, and Mr. Mathie, had jointly purchased a portion of the Seigniorship of Lauzon, public property. A good deal of discussion took place. He justified the purchase of property under the circumstances under which that was sold, but admitted that the Toronto case was very different. He mentioned the purchase of Stock in the St. Lawrence and Atlantic Railway by Mr. Hincks, and stated that when he heard of that purchase he was surprised, and spoke to Mr. Morin in reference to it; he told me that he had spoken to Mr. Morin on the subject, and asked him if he heard of the Amalgamation, who replied in the negative. Mr. Morris stated that he had remarked to Mr. Morin that he, Mr. Morin, might have made money by purchasing some of the Stock of the St. Lawrence at a depreciated price. Mr. Morin at once expressed his disapprobation of that mode of making money, and declared that he could not take advantage of his fellow Shareholders by using information which he possessed and of which they were ignorant. Mr. Morris expressed to me a very strong opinion against that kind of speculation. I recollect nothing else of importance, although a good deal of other conversation took place.

504.—Did Mr. Morris discuss the Portland Stock and Toronto Debenture affairs as hypothetical cases, or did he admit that one or more, and which, Members of the late Administration had placed themselves in an improper position with respect to those transactions?—I think that in conversation it was assumed by both Mr. Morris and myself that Mr. Hincks had been concerned in both cases referred to, and I have no recollection that he, Mr. Morris, expressed any doubt of the fact.

505.—Hon. Mr. *Hincks.*]—DID Mr. Morris convey to you the impression that he believed that I had made use of information regarding St. Lawrence and Atlantic Stock not in the possession of the other Shareholders equally with me, in order to speculate in such Stock for my own advantage?—The impression he conveyed to me was that given in the interrogatory.



506.—Hon. Mr. *Morris*.]—DID you introduce the conversation to which you refer?—I cannot say; we met together in the boat, and reference was made to the discussions which had taken place in the public prints, but I cannot say who introduced the subject.

507.—In justification of your course as an Editor, did you not adduce the several charges which were at the time current against the late Administration?—Yes.

508.—Did I not ask you to particularize the charges?—You may have done so, but I have no distinct recollection of it.

509.—Did I not state that personally I knew nothing of the truth of the charges which had been brought against Mr. Hincks?—I have no recollection of having so heard. I dont think you could have said so, because you mentioned the Point Levi case, and the before mentioned conversation with Mr. Morin.

510.—Was the reputed purchase of Portland Stock not named by you as one of the charges against Mr. Hincks?—It may have been, but I cannot be sure.

511.—When I said that I disapproved of the Toronto Debenture case, was it not after you had given me a history of the affair?—I think in the course of the conversation, the principal facts of that case were stated by me, but only as they had transpired to the public.

(Honorable Mr. *Morris* wishes to add to what he yesterday stated in reference to the course Mr. McDougall had been pursuing in the *North American*.)

He stated that it grieved him to break with old friends, but he thought the conduct of the Administration had been such that he could sustain them no longer, and he believed he would come out in direct opposition. Then particularized certain charges, and said that he thought they more than justified him in the course he intended to take. The Toronto Debenture case was the first he alluded to, and I recollect quite distinctly that when he had stated how the transaction had taken place, I said to him that if it was as he had stated it I could not approve of it. The reputed purchase of Portland Stock by Mr. Hincks and others was spoken of by us, and Mr. McDougall said that it was currently reported that Mr. Hincks had purchased. I stated that if exclusive information had been received, it was unknown, I was quite sure, by Members of the Government; that the matter had been reported about Quebec City, and I had the same evening a conversation with Mr. Morin, during which I asked him whether he had heard of the report which was current, and in which Mr. Hincks' name was connected; Mr. Morin said that he had not. I then told him what I had heard during the day, of purchases having been made on private information received, and said "had you been aware of it and, been so disposed, you might have made some money also." Mr. Morin replied, "I could not have made money in that way out of my fellow Shareholders, who were ignorant of the information which I possessed." I then stated the facts connected with the Point Levi purchases, as I was cognizant of them all. When I closed, Mr. McDougall said, "I can see that no loss was sustained by the public in that matter, but, in principle, I am opposed to Members of the Government being concerned in the purchase of public property."

Mr. *McDougall* had then submitted to him the following:

512.—Mr. *Brown*.]—YOY have heard the Hon. James Morris give his testimony in explanation of your evidence, do you now wish to make any addition

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to your previous testimony?—With reference to the latter part of Mr. Morris' statement, I have no recollection of stating that the public had suffered no loss, for I remember distinctly pointing out to Mr. Morris the suspicions which might arise in the public mind from Members of the Government purchasing the Point Levi property, who were also Directors of the Grand Trunk Railway, and I took the ground of objection that Members of the Government were Trustees, and could not in law, or with safety to the public, traffic in property for which they were Trustees.

Hon. Mr. *Morris* further Examined :

*Hamilton Post Office.*

513.—Hon. Mr. *Hincks*.]—DID you not in all cases of selecting sites act on your own responsibility as Post Master General, and were not your conversations with colleagues about other sites mere casual conversations such as you held with other individuals?—I acted entirely on my own responsibility.

Mr. *McDougall's* Examination resumed:

*Sault Ste. Marie Canal.*

514.—Mr. *Brown*.]—CHARGES were made in the *North American* news paper, of which you were proprietor, against Members of the late Administration, in connection with the Sault Ste. Marie Canal; will you state what you know about that affair?—I have no recollection of charges being made in the *North American* against Members of the late Administration, in reference to that matter, editorially; certain letters were published in the *North American* in reference to the alleged charge. These letters were, as I am informed, contributed by Mr. Allan Macdonell, who was one of the parties who had applied for a charter to construct the canal on the British side; they were brought to me by Mr. Angus McIntosh; I was assured by him that the information contained in those letters was well founded. My impression at the time was that the charges were founded chiefly upon rumour, although, from what I knew of the matter, I suspected there was a good deal of truth in it.

At the request of Hon. Mr. *Hincks*,

*Ordered*,—That the Clerk do request the attendance of the Hon. Mr. Justice Morin, to-morrow, at 10 o'clock, A. M.

On motion of Mr. *Dorion*,

*Ordered*,—That the Clerk do summon Edwin Atwater, Esq., Merchant of Montreal, to attend the Committee on Tuesday, the 17th instant, at 10 o'clock, A. M.

Adjourned until to-morrow, at 10 o'clock, A. M.

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Saturday, 14th April, 1855.

COMMITTEE MET.

MEMBERS PRESENT :

MR. SMITH, (Northumberland,) Chairman,  
 MR. BROWN,  
 MR. D'ORION, (Montreal,)  
 MR. LORANGER,  
 HON. MR. ROBINSON,  
 MR. SOL. GEN. SMITH.

The Hon. Messrs. *Hincks* and *Ross*, Members of the late Administration, were in attendance.

The Hon. Mr. Justice *Morin*, Examined :

*Portland Railway Stock.*

515.—The *Chairman*.]—A CHARGE has been publicly made against the late Administration, or some Members of that Administration, in reference to dealings in Portland Railway Stock. Pray state what you know personally respecting such dealings, either from conversation with the parties against whom such charge has been made, or otherwise?—I know nothing whatever about it.

516.—Hon. Mr. *Hincks*.]—DO you recollect holding a conversation with the Hon. James Morris on the subject of certain charges made against Mr. *Hincks* in the newspapers and elsewhere, with reference to that Stock?—Yes.

517.—Did you express any opinion as to Mr. *Hincks*' conduct with reference to his purchases of Stock; and, if so, what was the alleged conduct on which you pronounced such opinion?—I remember to have had a conversation with the Hon. Mr. Morris, I think it was on board of a steamboat while travelling, but I am not sure; the date I have forgotten, I had also forgotten the conversation itself, but some posterior newspaper discussions recalled it to my mind. There was at that time much talk about some transactions, the nature of which I do not recollect, in which the Hon. Mr. *Hincks* was supposed to be concerned; I felt anxiety about the matter, and, at that time, some doubts whether the thing might be true or not, but I knew of no fact whatever to induce the belief that it was true. Mr. Morris being a Member of the same Government as myself, I spoke to him on the subject, but what I said was hypothetical. If I conveyed any other idea, I am sorry for it. I said that I would not, for my part, do it for any consideration, but I believe also that I made the corrective about my ignorance of any fact. Whatever the supposed transaction was, I think I, at the same time, said that I would not find absolute fault in it, but that it would be damaging to a public man. I do not remember any thing more.

518.—Will you be good enough to state the nature of the transaction which you thought would be damaging to a public man?—It was the purchase, in large quantities, of Stock of public companies, and re-selling it at a profit.

519.—Did you ever ask Mr. *Hincks* whether he had ever sold any of the Portland Stock referred to?—No, I don't believe I did.

520.—Then you and Mr. Morris were conversing on a hypothetical case, based on idle rumour, and without any enquiry into its truth?—I believe, so far as I was concerned, it was so.

521.—Was not the hypothetical case which you were discussing with Mr. Morris, that Mr. Hincks had obtained information not open to other Shareholders and to the public, that he had used such information to purchase Stock at a low price, and that he had sold it again, after a rise, at a profit?—I cannot say positively: I know the rumour was such, but whether that rumour, as to particular information, was posterior or anterior to that conversation, I cannot say. The rumour about some transaction on Portland Stock was certainly anterior. I might have alluded to mere transactions without any secret information.

522.—Mr. *Brown.*]—CAN you make no approximation to the date when that conversation between Mr. Morris and you occurred?—I cannot say.

Mr. Brown then tendered to the Committee his answer to Question 327, which had been laid on the table on the 12th instant; whereupon Mr. Hincks put in the following protest:

“Having had communication yesterday of Mr. Brown’s proposed answer to Question 327, handed to him nearly a fortnight ago, I respectfully protest against such an answer being admitted, on the ground that it is not evidence. I consented to Mr. Brown’s being allowed to take certain questions home with him to answer, relying on his good faith not only to answer them immediately but also to state nothing in his answers but what would be considered evidence. I now object entirely to Mr. Brown being examined in any other way but at the table in the ordinary way of other witnesses, and to his making any statement but such as he has personal knowledge of.”

The Committee sustained the objection of Mr. Hincks, and

*Ordered*,—That Mr. Brown do give his evidence *viva voce*.

The Chairman then submitted Question 327 to Mr. Brown, when Mr. Hincks objected to his reading from his written answer.

The Committee deliberated, and

*Resolved*,—That Mr. Brown shall not be allowed to read from the answer which he has produced, but may refer to any documents necessary to make his evidence precise.

Mr. Brown was then permitted to read his answer, not as evidence, but for the information of the Committee.

The Examination of Mr. *Brown* then proceeded:

### *Grand Trunk Stock.*

523.—The *Chairman.*]—A CHARGE has been made publicly against the late Administration, or some Members of the said Administration, in reference to the dealings in Grand Trunk Railway Stock. Will you have the kindness to state what you know personally respecting such dealings, either from conversation with the parties against whom such charge has been made, or otherwise?—I am cognizant of many facts obtained from the proceedings of Parliament, official documents, and conversations with parties interested in such dealings in Grand Trunk Railway Stock, all which are important as bearing upon the said charge

against Members of the late Administration, but this Committee having decided that the written answer which I prepared by the instructions of the Committee was not regularly given, I am at a loss as to what species of evidence I will be allowed to give, and what I will be prevented from giving. I would be obliged by the Chairman stating whether I may introduce into my evidence documents, letters and speeches in the House of Assembly, of Members of the late Administration, all referring to the charge of dealings in Grand Trunk Railway Stock, by Members of the late Administration.

Mr. Solicitor General Smith moved, That the evidence of Mr. Brown be limited to facts within his own personal knowledge, either from conversations had with Members of the late Administration, affected by this investigation, or from his having heard public statements or speeches made by any such Members.

*Ordered*,—That the said motion do lie upon the table until Monday next.

Mr. Loranger moved, That Mr. Brown's evidence be limited to facts personally known by him, either from his privity to such facts or from conversations held with the parties against whom the present charges have been brought.

On which the Committee divided, and the Yeas and Nays being called for, they were taken down as follows :

| <i>Yeas :</i>                                              | <i>Nays :</i>                                           |
|------------------------------------------------------------|---------------------------------------------------------|
| Messrs. Loranger,<br>Robinson,<br>Solicitor Gen. Smith,—3. | Messrs. Brown,<br>Dorion,<br>Smith, (Northumberland,)—3 |

The Chairman gave his casting vote with the nays.

So it passed in the negative.

The Hon. Mr. *Hincks* put in the following :

“Before going into further evidence on Charge No. 1, which has only been communicated to me in the following manner, viz: “Grand Trunk Stock,” I wish to know whether I am correct in understanding that this charge is the one advanced in certain newspapers, viz: that an allotment of Grand Trunk Stock to the extent of 1008 shares made in my name at the time of the general allotment of the A. Series of Stock, and on which the deposit of 20 per cent. required by the prospectus was paid by Sir S. M. Peto, Baronet, was intended for my personal benefit, and was in fact a donation intended to be given me by Sir S. M. Peto and his co-partners, either in consequence of a previous understanding or as a reward for services rendered;—or a certain other charge also advanced, that the said allotment of Stock was made to me in view of an advance in the value of such Stock and the sale thereof for my benefit.”

It was then Resolved, That the charges as stated by Mr. *Hincks*, therein, are what the Committee conceive they are investigating under the Charge No. 1, “Grand Trunk Stock.”

On motion of Mr. Solicitor General Smith,

The Committee adjourned until Monday next at 10 o'clock.

Monday, 16th April, 1855.

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman,  
 MR. BROWN,  
 MR. CRAWFORD,  
 MR. DORION, (Montreal.)  
 MR. LORANGER,  
 HON. MR. ROBINSON,  
 MR. Solicitor General SMITH.

The Hon. Messrs. *Hincks* and *Ross*, Members of the late Administration, were in attendance.

Mr. Solicitor General *Smith's* motion of Saturday being again read,

Mr. *Dorion* moved in amendment That all the words after the word "Moved," in the said motion, be expunged, and the following inserted: "That in accordance with the custom of Parliament and the practice up to this time adopted by this Committee, all witnesses shall be permitted to state what they know material to the enquiry submitted to the Committee by the House, whether they became possessed" thereof by personal observation or by conversation with parties implicated in this inquiry, or from speeches in Parliament by such parties in the hearing of the witnesses, or from authenticated correspondence or documents.

Upon which the Committee divided, and the Yeas and Nays being called for were taken down as follows :

|                              |                                                                                                |
|------------------------------|------------------------------------------------------------------------------------------------|
| <i>Yeas :</i>                | <i>Nays :</i>                                                                                  |
| Messrs. Brown,<br>Dorion,—2. | Messrs. Crawford,<br>Loranger,<br>Robinson,<br>Sol. Gen. Smith,<br>Smith, (Northumberland,)—5. |

Which was lost, and

The main motion being then put, the Committee divided, and the Yeas and Nays being called for were taken down as follows :

|                                                                    |                                                          |
|--------------------------------------------------------------------|----------------------------------------------------------|
| <i>Yeas :</i>                                                      | <i>Nays :</i>                                            |
| Messrs. Crawford,<br>Loranger,<br>Robinson,<br>Sol. Gen. Smith,—4. | Messrs. Brown,<br>Dorion,<br>Smith, (Northumberland,)—3. |

And it was

*Resolved*,—That the evidence of Mr. Brown be limited to facts within his own personal knowledge, either from conversations had with Members of the late Administration affected by this investigation, or from his having heard public statements or speeches made by any such Members.

Examination of *George Brown, Esq.*, proceeded with :

*Grand Trunk Railway Stock.*

327.—The *Chairman.*]—A CHARGE has been made publicly against the late Administration, or some Members of the said Administration, in reference to the dealings in Grand Trunk Railway Stock. Will you have the kindness to state what you know personally respecting such dealings, either from conversation with the parties against whom such charge has been made, or otherwise?—Having been called upon by this Committee, with the consent of Mr. Hincks, to write out my answer to this question, and having complied with the instructions of the Committee, and sent my answer to the Clerk, I have no further answer to make to it, If any portions of my statement are shewn to be irrelevant or irregular I will gladly amend such portions, and I am ready to answer any cross interrogatories or further questions.

Mr. *Dorion* moved that the following answer tendered by Mr. Brown to Question 327 be received as his answer thereto, to wit :

“*Ans.* The first proposal to construct a Grand Trunk Railway line through the British American Provinces was made in 1848. It was to be an Imperial work, aided by land and money from the three Colonies; and Major Robinson was sent out with instructions to survey the line from Halifax to Quebec. He did so, and estimated the cost at £5,000,000 for 635 miles of road. The Provinces voted the land and money guarantee, but the scheme did not proceed.”

In 1850, Mr. Howe, of Nova Scotia, went to England with the view of obtaining Imperial aid towards the construction of a railroad from Halifax to Portland. The then Colonial Secretary, Earl Grey, declined aiding that scheme, but intimated that Imperial aid might be given toward a Trunk road connecting Canada, Nova Scotia and New Brunswick, as surveyed by Major Robinson. Mr. Howe returned to this country to advocate this new scheme, and submitted to the respective Provincial Governments, that, with their joint assent, the Imperial Government would guarantee Provincial securities, in aid of the work, to the extent of £7,000,000 sterling. The Canadian Government immediately adopted the scheme, and represented to the country that the sum to be received by aid of the Home Government, would enable them to construct the line as far west as Hamilton. In moving the House of Assembly into Committee on this scheme, on 8th August, 1851, Mr. Hincks spoke thus:

“He believed that the experience of other countries warranted the conclusion that the best method of constructing and managing railroads was by placing them under the control of the State. In Belgium the railroads were entirely the property of the State, and their management was unquestionably the best with which he was acquainted, and he, therefore, proposed to apply this principal to this Province.” And again, “There could be no doubt that the whole might be constructed for £5000 per mile. Mr. Keefer’s estimate for that portion between Toronto and Kingston was £4500 per mile, and from Kingston to Montreal £5000 per mile. Taking the average at £5000 a mile—a very safe estimate—the whole would amount to £1,900,000. He did not desire to go too low, and, therefore, called the estimate, from Melbourne to Quebec, £6000, for ninety-five miles, £570,000; to which must be added one third of the line between Quebec and Halifax, which he estimated at £7000, making the whole £3,338,000—or say, in round numbers, £4,000,000.”

On these representations the Grand Trunk Bill was carried in 1851; but, in December, it was discovered that a misunderstanding had arisen between Lord Grey and Mr. Howe, as to the line from New Brunswick to Portland, in the State of Maine, forming part of the scheme. The Colonial Secretary had no

intention of including that line. Mr. Howe supposed he had, and the people of New Brunswick attached great importance to it as their best portion of the scheme. When this fact became known, New Brunswick declared off from her connection with the road. Mr. Hincks thereupon started for the Lower Provinces, and succeeded in uniting Nova Scotia and New Brunswick in favor of a new line, consistent with Lord Grey's views, but taking a different route from Major Robinson's survey.

Without seeking the consent of the Canadian Parliament for this new route, which had never been broached in Canada, Mr. Hincks proceeded to England to endeavor to secure for it the promised aid of the Imperial Government. He was accompanied by Mr. Chandler, on behalf of New Brunswick, and Mr. Howe was to follow, on behalf of Nova Scotia. On his arrival in England (about 20th March, 1852.) Mr. Hincks found a change of Government had occurred: Lord Grey was out of power, and Sir John Pakington was Colonial Secretary, as a Member of Lord Derby's Administration. Notwithstanding that the new Ministers were engaged with their re-elections, and the confusion necessarily attendant on a change of Government, negotiations were opened with the British American Deputies without much loss of time; and Sir John Pakington merely waited the arrival of Mr. Howe, and the receipt of copies of the several Provincial Acts passed in regard to the railway, ere bringing the whole question formally before Council. Mr. Hincks, at this juncture, demanded an interview with Lord Derby, and, in company with Mr. Chandler, obtained it on 30th April, 1852. Mr. Hincks has stated, as the result of this interview: "We were given to understand, by His Lordship, that he would examine the various papers on the subject of the British American Railway, and that he would see us again on the arrival of Mr. Howe, of Nova Scotia. I left His Lordship in the confident hope that I should receive an early communication of the intentions of Her Majesty's Government, &c." Mr. Chandler also wrote to New Brunswick, giving a favorable impression of the interview with Lord Derby.

On the very next day, however, the 1st May, Mr. Hincks addressed a letter to Sir John Pakington, which, if intended to break off the negotiation, could not have been better framed to that end. Among other passages used in it was the following:

"It seems to me far from improbable, that, on some ground or other, this negotiation will prove a failure. If so, it is of the utmost importance to Canada, that the fact should be known as soon as possible. I have reason to believe that I can effect arrangements on the spot with eminent Capitalists, to construct all the railroads necessary for Canada with our own unaided credit. I have, likewise, reason to think that the European line from Halifax to the frontier of Maine can be constructed by the unaided credit of Nova Scotia and New Brunswick." And again, \* \* \* \* "I therefore most respectfully request of you, Sir, that you may give me a final answer by the 15th instant, and I must add, that if Her Majesty's Government are unable, either from want of time, or from the necessity of consulting Parliament, to come to a decision by that period, I must beg it to be understood that Canada withdraws from the present negotiation; and that I shall deem it my duty to enter into arrangements, which, if confirmed, as I believe they will be, by the Government and Legislature, will put it out of the power of the Province to negotiate on the present basis."

Ten days at least before Mr. Hincks thus wrote to Sir John Pakington, *he had entered into an arrangement with Messrs. Jackson & Co., as will appear by the following extract from his letter to the Railway Committee, of 15th October, 1852.* "After some interviews with Mr. Jackson, I wrote to Mr. Young, then



“ Commissioner of Public Works, and I think to Mr. Morin also, pointing out the  
 “ importance of securing, if possible, the construction of our line by the abovenamed  
 “ contractors, and asking the sanction of my colleagues to an arrangement which I  
 “ proposed effecting, under which they would send out competent Engineers to  
 “ survey the line, with a view of estimating and tendering for its construction.  
 “ I asked authority to agree to pay the preliminary expenses to be incurred, in  
 “ case it was not deemed advantageous to accept the Tender for the work. That  
 “ authority was promptly given, and as soon as I became convinced that I should  
 “ not be able to succeed in the object of my mission, owing to the three Pro-  
 “ vinces being unable to agree to the propositions of the Imperial Government,  
 “ I again sought an interview with Mr. Jackson.”

By the official papers sent down to the House it appears that Mr. Hincks finally closed with Mr. Jackson on the 20th May; and as his letter could not have crossed the Atlantic, and the reply to his colleagues been received back in less than a month, it follows that the “arrangement” Mr. Hincks “proposed effecting” with Mr. Jackson must have been resolved upon, not later than the 20th April, or ten days before the date of his interview with Lord Derby.

Mr. Hincks returned to Canada in June, 1852, and on 19th August the Provincial Parliament assembled. Shortly after it opened, I moved in the House of Assembly for a copy of the agreement entered into by Mr. Hincks with Messrs. Peto, Jackson & Co., for the construction of the Grand Trunk Line. Mr. Hincks rose in his place, and declared he had made no agreement with these gentlemen, that letters had passed between them, and nothing more. I moved for copies of those letters, and carried a motion for an Address to the Governor General on the subject; but, though frequently urging the Provincial Secretary, the documents were not sent down until about two months had passed. When they did come down, it appeared that Mr. Hincks had made an agreement with Messrs. Jackson & Co., as the following letters show:

*From Honorable F. Hincks to William Jackson, Esquire.*

MORLEY'S HOTEL, LONDON, 20th May, 1852.

SIR,—Having reference to our several personal communications, I now beg to submit in writing the arrangements under which it appears to me that the Grand Trunk Line of Railroad between Montreal and Hamilton can be constructed.

*Firstly.*—I understand that certain parties, including Mr. Peto, M. P., Mr. Brassey, Mr. Betts, and yourself, are prepared to construct the abovementioned railway, estimating their profits in doing so on the same scale as they have estimated them in their contracts for various lines of railway in England and on the Continent of Europe.

*Secondly.*—If the terms of such contract be agreed to, I propose that the funds necessary for the construction of the line should be raised in the following manner, viz: One-tenth of the amount shall be taken by the contractors in Stock of the Company, and credit given for the same in the account for construction. One-tenth shall be taken in Stock by private individuals in Canada, or by Municipal Corporations, or by the Government of Canada. In case such Stocks should be subscribed for by Government or by Corporations, their Bonds at twenty years date, bearing 6 per cent. interest, to be taken at par by the said contractors. Three-tenths of the amount shall be provided by the issue of the Bonds of the Company, bearing 6 per cent. interest, and payable twenty years after date, which Bonds the said contractors will take in payment at par. The remaining one

half of the amount to be raised by the issue of the Bonds of the Company or Companies guaranteed by the Province of Canada, and bearing 6 per cent., under the terms of the Canadian Railway Guarantee Act.

*Thirdly.*—The said contractors shall send out, with as little delay as possible, to Canada, competent Engineers to examine the surveys of the line already made, to complete them if deficient, and to prepare the necessary working plans, and estimates of the cost of construction, of the whole line. On the completion of the estimates they, together with the plans, shall be submitted, with a Tender for the construction of the works, to two Engineers, one to be appointed by the Railway Commissioners of Canada, and one by the contractors, and in case either or both of such Engineers should decide that such Tender is too high, and that the said contractors shall be unwilling to reduce the same to an amount deemed reasonable by such Engineer or Engineers then the said plans shall become the property of the Company, who shall pay on delivery of the same such expenses, including the cost of travelling, as the said Engineers shall deem reasonable.

*Fourthly.*—In the event of the contract being agreed upon, the Railway Commissioners shall be authorized to employ, at the cost of the Company, such superintending Engineers as they may think necessary, with a view to the interests of the Government and Company, at the cost of the Company, and the preliminary charges already incurred on behalf of the Company, in engineering and obtaining plans, shall be charged as part of the cost of the road.

*Fifthly.*—It is understood that the cost of land shall be paid out of the portion of the Stock of the Company subscribed for by individuals or Municipalities, or the Government of Canada.

If you and your friends are disposed to construct the Trunk Road in Canada on the terms above mentioned I am prepared on behalf of the Government of Canada, to agree to the Engineers being sent out with as little delay as possible.

I am, Sir,

Your obedient servant,

(Signed,)

F. HINCKS,

Inspector General of Canada.

W. Jackson, Esquire, M. P.,  
&c., &c., &c.

*From William Jackson, Esquire, to Honorable F. Hincks.*

LONDON, 20th May, 1852.

SIR,—On behalf of Messrs. Peto, Brassey, Betts, and myself, and any other parties who may be associated with us, I agree to your proposals for the construction of a railway from Montreal to Hamilton, contained in your letter to me, of this day's date, subject to the following modifications :

*Firstly.*—That direct Government Bonds for the five-tenths (5-10ths) of the capital shall be given in lieu of the Company's Bonds, guaranteed by the Government. The option of taking one or the other to rest with us.

*Secondly.*—That the Bonds of the Company shall bear seven per cent. interest, so as to enable them to compete in the money market with similar Bonds issued by Railway Corporations in the United States, and which are now offering in the market. We shall be prepared to pass to the credit of the Company any surplus which these 7 per cent. Bonds may produce beyond par.

I will write by to-morrow's mail to Mr. Ross, and give him the requisite instructions to proceed forthwith with the survey.

Yours truly,

(Signed,)

W. JACKSON.

Honorable F. Hincks,  
Morley's Hotel.

*From the Honorable F. Hincks to William Jackson, Esquire.*

LONDON, 20th May, 1852.

SIR,—I have to acknowledge the receipt of your letter of this day agreeing on behalf of Messrs. Peto, Brassey, Betts, and yourself, to construct the Montreal and Hamilton Railway in Canada, on the terms suggested in my letter of this day's date, with certain modifications. I am satisfied that no objection will be made to the issue of direct Bonds of the Government, provided such Bonds are negotiated by Messrs. Baring, Brothers, & Co., and Messrs. Glyn, Mills & Co., the Agents, of the Province, to whom the Canadian Government is bound not to allow its Bonds to be issued through other parties, I do not apprehend that any difficulty will be raised to the second proposal with reference to the rate of interest, it being understood that if the 6 per cent. Bonds can be negotiated at par you will endeavour to do so. With reference to another point mentioned in conversation, I beg to say that if no Companies be formed, or if any difficulty should occur with them, the Government of Canada will be responsible for the cost of survey, in case, under the agreement, it has to be re-imbursed. While I assume the responsibility of agreeing to this, you, of course, understand that the other portions of the scheme must be concurred in by the Government; but my utmost support shall be given to the plan as now arranged.

I am,

Your most obedient servant,

(Signed,)

F. HINCKS.

W. Jackson, Esq.

*From William Jackson, Esquire, to Hon. F. Hincks.*

LONDON, 21st May, 1.30. A. M.

SIR,—Your reply to mine of last evening is to hand and satisfactory.

Yours,

(Signed,)

WILLIAM JACKSON.

Hon. F. Hincks.

*From William Jackson, Esquire, to Hon. F. Hincks.*

21st May, 1852.

SIR,—You seem to think that the 7 per cent. payable on the Bonds to be issued by the Company may be an obstacle to your progress: do not let it be made one. If the Company do not find it their interest to make the Bonds bear that rate, their interest being ours, we must do the best we can.

Yours,

(Signed,)

WILLIAM JACKSON.

Hon. F. Hincks.

Meantime, Bills were being pushed through Parliament, to give effect to Mr. Hincks' arrangement with Messrs. Jackson & Co. The first Bill was for the construction of the road between Montreal and Toronto; but the portion of that line between Montreal and Kingston had already been given to a chartered Company, the necessary Stock subscribed, and deposits made. Mr. Hincks called on this Company to surrender its charter, and the demand being refused he resolved to proceed as if no such charter existed. This extraordinary proceeding was earnestly opposed by L. H. Holton, Esquire, now Member of Parliament for the City of Montreal, and A. T. Galt, Esquire, now Member for Sherbrooke, who were both deeply interested in the original Montreal and Kingston charter. In a letter to the Chairman of the Railroad Committee, dated 11th October, 1852, these gentlemen thus stated the treatment they received :

“ On the 7th August, 1852, by Proclamation, the charter of the Montreal and Kingston Railway came into force. On the 9th August, the parties named to put this Act in effect advertised the opening of Stock books, and on the 16th August these books were opened at Montreal, Kingston, and Brockville. On the 23rd August the entire Stock was subscribed; on the same day the Engineer Department was organized, and ordered to report on the detail of the line; on the expiration of fifteen days, as required by law, the preliminary Committee was appointed, and on the day following official application was made to the Government for the location of the line. On the 2nd September the final organization and appointment of Directors took place according to law. On the 6th instant a call of ten per cent. on the Stock was made; on the 11th instant the whole amount of said call, £60,000, was deposited; and we now appear before the Committee prepared to submit Tenders for the construction of the road, such as *we know* our ability to carry out, and which will secure the most rapid and satisfactory completion of the railroad on the least costly terms for the Province.

“ On the other hand we have to complain that so far from receiving that support and encouragement which we claim as a right from our own Government and Legislature, we have been met from the very outset with every difficulty that could embarrass a young Company. On the very day it became known that our Company were in a position to act we were called on to forego all our rights for the purpose, not of effecting our objects by the Government, (which we should never have opposed,) not even for the assurance that these objects would be carried out by others deemed more competent, but solely and avowedly to induce a Company of contractors to *make a Tender* for the road. We can conceive nothing more at variance with common justice than the manner in which our Company has been urged to withdraw in favor of parties who, in connection with this question, are foreigners. We must protest most energetically against every step that has been taken in this matter. Our credit as a Company has been sought to be damaged,—our very existence has been ignored,—and we are now brought before your Committee to resist and attempt to give to others that which they might have had once, had they chosen to take the Stock in our Company when it was publicly offered, but of which they never subscribed one shilling; to resist an attempt to deprive us, at one blow, of that Provincial aid on the solemn pledge of which our Stockholders have relied, and to give it to our rivals, and, not satisfied with this, to incorporate a parallel line avowedly to be made over to strangers, and which is to be nursed into existence through Provincial credit, while Provincial enterprise is to be blighted and destroyed.

“ We trust your honorable Committee will forgive the plainness with which we place our case before you. We feel strongly on the subject, not merely from our direct interest but because, as colonists, we desire to see the public men of this country promoting Provincial enterprise; we desire to see the standard of

“ self-reliance raised ; we deny the inferiority of our resources ; we assert that a permanent injury is done by repressing every effort to act for ourselves ; and we repudiate most solemnly the necessity for calling in foreign aid to do that which we are amply able to do for ourselves.”

\* \* \* \* \*

“ We are now prepared to show that a road built and equipped in every respect on the scale of the Ogdensburgh Road can be had within £6500 currency per mile, and that we are in a position to build it without so large an issue of Provincial Bonds as £3000 sterling per mile.

“ The applicants have one year from the passing of the Act allowed them before they are required to commence : we are ready to break ground at once. They ask till the 1st January, 1857, to complete the line : we are prepared to show it can be done by December, 1855.

“ The applicants are not the parties by whom the road is really sought to be built, the Stock will notoriously never be held by them, the design is to sell the whole to persons now utterly ignorant of the entire affair ; the real actors and contractors do not appear, and it must be sufficiently manifest that if any difficulty occur in selling the Stock in England, the contractors having the control of the Company can annul the contract or suspend the work without any tangible recourse against the present applicants, whereby it must be evident that if from any cause the parties are unable to dispose of £3,500,000 of Railroad Stock in England, the road will be abandoned, a contingency not the less likely to arise when the fact is known there, as it inevitably will be through the public press, that the cash cost of the work does not exceed £6500 per mile. On the other hand we stand before the Committee and the Country ready now to proceed with contracts that we are abundantly able to carry out, and offering an absolute certainty of the railroad being built independent of any such contingency as a sale of Railroad Stock for double the value of the work.”

In a letter also to the Chairman of the Railroad Commission, dated 16th October, 1852, the same gentlemen say :—

“ We also submit the following abstract of Tenders for the construction of the Montreal and Kingston Railroad of the character defined by the Committee, as equal in construction and equipment to the Ogdensburgh Road :

“ 1st. Tender of J. and S. Chamberlain (former contractors of the Ogdensburgh Road,) offering to complete the road in 1855, in every respect as substantially built and as fully equipped as the Ogdensburgh Road, for the sum of £6250 currency per mile, with the following terms of payment :

“ One half cash.

“ One quarter Bonds of the Company, after Government guarantee.

“ One quarter Stock.

“ Security offered, £125,000.

“ 2nd. Tender of Hayden, Crosby & Co., of Boston, offering to build a road similar to the above, to be completed in 1855, for the sum of \$26,500, (£6,625 per mile,) with the following terms of payment :

“ One half in cash.

“ One sixth in Stock.

“ Two sixths in Company's Bonds, to be secured as a first mortgage on the road, after the Government guarantee.

“ The above Contractors offer security by a cash deposit, to the amount of \$400,000, (£100,000 currency.)

“ 3rd. Tender of Mr. Gould, of Montreal, on behalf of himself and of Wright, Mallory & Co., of Newburgh, New York, for a similar road, but restricted with respect to equipment, &c., to the Engineers Estimate for the sum of £6000 sterling per mile.

“ Terms of payment as follows :

“ One half in Provincial Debentures, payable in London, and bearing 6 per cent., 40 per cent in convertible Bonds of the Company, payable in London within 20 years, and bearing 6 per cent. interest payable annually.

“ Ten per cent. in cash or Stock, at the option of the Company, all to be received at their face or nominal par value.

“ We further submit that we have asserted, and offered evidence, to prove that the Quebec and Richmond Railroad was not superior, but in fact inferior, in several most important respects, to other railroads in Canada and the adjoining States, which is abundantly proved by the Specification for ballasting, bridging and masonry, and other points.”

By Mr. Hincks' influence, the Grand Trunk Bill was pushed through Parliament in spite of all opposition. It was not conceived in the ordinary style of Railway Bills sought for by and granted to parties interested in the locality through which the road ran, and desirous of putting their means into the speculation. In this case Mr. Hincks made a bargain with Messrs. Jackson & Co., by which these contractors were to receive over £10,000 currency per mile for building and equipping the road, without a survey, estimate or any certain information as to the cost of the work being previously obtained, beyond the estimates of Messrs. Keefer and Gzowski, which placed the cost at one half the sum to be paid to Messrs. Jackson & Co. Certain gentlemen were made Directors, to give the Company life, and Messrs. Jackson & Co. were to find *bond fide* Stockholders, if they could, by floating off the shares in England. The details of the Bill were as anomalous as the principle. The *maximum* rate of passenger fare was fixed at 2d. per mile, and the rates of freight were left unrestricted. Under all other charters, Government was authorized to assume possession of the road on six months, notice, at a valuation; but in this, Government could not assume for 21 years, and then only on paying 200 per cent. on the cost. All other roads to which public assistance was given had to be completed and equipped to the extent of fifty miles, ere the Government aid of one half the cost could be received; but by the arrangement with Messrs. Jackson & Co., whenever they expended £100,000 in grading or on land, iron, or any species of materials, they became entitled to receive £40,000 of public money.

By the influence of Mr. Hincks, a similar charter was obtained for Messrs. Jackson & Co., for constructing the Quebec and Trois Pistoles Line; he was also of service to them in the matter of their contract with the Quebec and Richmond, and in promoting the Amalgamation Bill, by which several other roads were ultimately brought into their grand scheme.

On the 25th April, 1853, the amalgamated Grand Trunk Stock was brought out in London, when all that was placed in the market was taken up.

In the fall of the same year it was stated in the public press that Grand Trunk Stock to the extent of £50,000 stood in the name of Mr. Hincks. The Ministerial papers thereupon replied that the Stock had been allotted to Mr. Hincks, as “ it is customary to place at the disposal of Directors a certain number of shares to be distributed amongst such of their friends as are willing to become partners,” and that Mr. Hincks refused “ peremptorily, either to avail himself of the privilege offered, or to be the medium of conferring that privilege on others.”

The fact that the large sum of £10,800 sterling had been paid in cash, on account of the said Stock, was not communicated to the public. That fact was elicited for the first time by this Committee in November last; and the additional fact did not even then transpire, that Mr. Peto, one of the contractors for whom Mr. Hincks had exercised so much official and personal influence, to the injury of the community and Canadian railway contractors, had paid that sum of £10,800

into the treasury of the Company, not in his own name, but as if paid by Mr. Hincks."

The *Chairman* decided the motion to be contrary to the decision of the Committee, and therefore irregular.

Mr. *Dorion* appealed against his decision.

On which the Committee divided, and the Yeas and Nays being called were taken down as follows :

|                                                                    |                |
|--------------------------------------------------------------------|----------------|
| <i>Yeas :</i>                                                      | <i>Nays :</i>  |
| Messrs. Crawford,<br>Loranger,<br>Robinson,<br>Sol. Gen. Smith,—4. | Mr. Dorion,—1. |

Mr. *Brown* declined voting, and was excused.

So it was carried in the affirmative ; and the decision of the Chairman was confirmed. [Mr. Brown's answer (as above) was subsequently ordered to be inserted.—See p. 160.]

524.—Hon. Mr. *Robinson*.]—HAVE you any personal knowledge of Mr. Hincks having received any allotment of shares to the amount of £50,000, or other sum, in Grand Trunk Stock, as a reward for his services to that Company in obtaining for them the contract for the Canadian Grand Trunk Railway?—I respectfully refer the Committee to my written reply to Question, 327 as full answer to this question.

The written answers of Mr. Brown to the remaining questions were laid upon the table.

525.—The *Chairman*.]—CAN you state the nature of the Charge No. 1, Grand Trunk Railway Stock, which has been preferred against the late Administration? If yea, pray state the nature of such charge as concisely as you can consistently with clearness.—This question was sent to me by the Clerk under instructions of this Committee for my written answer. I wrote out a reply to it, and sent it to the Clerk. I respectfully refer the Committee to that written answer.

The Chairman then put the question to the Committee whether the written answer should be received.

On which the Committee divided, and the Yeas and Nays being called for they were taken down as follows :

|                |                                                                                                |
|----------------|------------------------------------------------------------------------------------------------|
| <i>Yeas.</i>   | <i>Nays.</i>                                                                                   |
| Mr. Dorion.—1. | Messrs. Crawford,<br>Loranger,<br>Robinson,<br>Sol. Gen. Smith,<br>Smith, (Northumberland.)—5. |

Mr. *Brown* declined voting, and was excused.

So it passed in the negative.

Mr. *Dorion* moved that the following answer, tendered by Mr. Brown to Question 525, be received as his answer thereto, to wit :

"*Ans.* : The charge involved in this matter I understand to be that Mr. Hincks, while Prime Minister of Canada, used his official and political influence to obtain for Messrs. Jackson & Co. the contract in question under remarkable attendant circumstances ; that Messrs. Jackson & Co., in return, placed £50,000 of Grand Trunk Stock in his name, and paid £10,800 sterling on account of it, as if from Mr. Hincks ; and that before any further instalment became payable, the fact of Mr. Hincks'

owning so large an amount of Stock was disclosed to the public. The general belief has been that Mr. Hincks must have known of the transaction. It was not believed that a railway contractor would presume to use the name of a Statesman to whom he was under obligations, in a Stock transaction, without his consent; and the sum paid in cash was of such magnitude as to render it hardly possible, to say the least, that from the 25th April, when the money was paid, to the month of October, when the fact was disclosed, no knowledge of the matter reached Mr. Hincks. Beside, Mr. Hincks' colleague, Mr. Attorney General Ross, was in England when the Stock was allotted to Mr. Hincks. He knew that the money was paid to his credit; and it was held as certain that in his daily intercourse with Mr. Hincks from June to October, he must have mentioned the fact. Mr. Hincks himself, moreover, as director and chief promoter of the scheme, had the means of seeing at any time the allotment list, on which his own name stood registered, and it was held as certain that he must have consulted it to see who were the Shareholders of the Company. The allegation that the Stock in question was placed in the name of Mr. Hincks in trust for distribution in this country, in order to remove dissatisfaction on the part of Canadians, from the limited amount of Grand Trunk Stock being allotted to them, was not relied upon. No dissatisfaction on such score had existed in Canada; and if the Stock had been assigned to Mr. Hincks for distribution, it was held that the fact would have been at once communicated to him, and the distribution at least attempted. The allegation was also discredited, because to enable the Directors to effect such distribution there was no necessity for assigning the Stock to Mr. Hincks, and still less necessity for Mr. Peto paying £10,800 out of his own pocket on account of it. Any sum deemed expedient might have been set aside for distribution in Canada, and Stock subscription books opened in the usual manner. Another obvious refutation of this allegation was found in the fact which is shown by the official Stock-list now before the Committee, that Messrs. Baring, Brothers, & Co., obtained 6864 shares, in value £343,200 sterling, of the A series of Grand Trunk Stock; that Messrs. Glyn & Mills obtained 8600 shares, or in value £430,000 sterling; that Messrs. Jackson & Peto obtained 6476 shares, or in value £323,800 sterling; that by the original prospectus, Stock was reserved for Canada to the extent of £837,600, a large portion of which has not yet been taken up; and that one-third of the whole of the B series, to the value of £1,267,666 was held by Mr. Peto and his partners with unrestricted power of distribution to whomsoever they chose. With this enormous amount of Stock in the hands of the Government Directors and contractors, it was clear that no necessity existed for making a special trust as to the comparatively trifling amount of £50,000. There were other parties who were unwilling to believe that the Stock assigned to Mr. Hincks was intended as a direct gift; but who held that it was assigned to him and the deposit paid for him, to enable him to sell out to others, and pocket the premium expected to be realized upon Grand Trunk Shares. This is the nature of the charge referred to in the question put to me".

The *Chairman* decided as before that this motion was irregular.

Mr. *Dorion* appealed against his decision.

On which the Committee divided, and the Yeas and Nays being called, were taken down as follows:

*Yeas.*

Messrs. Crawford,  
Loranger,  
Robinson,  
Sol. Gen. Smith,  
Smith, (Northumberland.)—5.

*Nays.*

Mr. *Dorion*.—1.



Mr. *Brown* declined voting, and was excused.

So it was carried in the affirmative; and the decision of the Chairman was confirmed. [Subsequently ordered to be inserted.—See p. 160.]

Mr. *Brown* was then informed that the Committee had decided that he must give his answers *viva voce*, the Hon. Messrs. *Ross* and *Hincks* having objected to a written answer.

The *Chairman* submitted to the Committee a letter received from the Hon. Mr. *Hincks*, as follows:—

QUEBEC, 16th April, 1855.

SIR,—The Clerk of the Committee appointed to enquire into charges against the late Administration having furnished me with a list of charges now being investigated by the Committee, couched in terms so vague as to render it wholly impossible for me to meet them with satisfaction either to the Committee or to myself, I have now the honour, in the absence of any accuser, to submit to the Committee that the charge against me, connected with the Portland Stock, which has been currently made on the authority of Mr. *Brown* and others, is as follows: That I obtained, either in my capacity as a Member of the Government, or as a Director of the Grand Trunk Railway Company, early information of the amalgamation of the St. Lawrence and Atlantic Railroad Company with the Grand Trunk Company, and that I used such information to speculate in the Stock of the said Company, having certain knowledge that it would increase in value, and that I thereby obtained an unfair advantage over my co-Shareholders. Into this charge I respectfully request the Committee to enquire, and I further beg that if any other charge be made against me, connected with Portland Stock, I may be informed what it is. I beg to submit that the period is now approaching when the Committee expect to close their investigations, and I respectfully ask how it is possible I can prepare for my defence, how I can be ready with witnesses, unless I am informed distinctly what the charges are. Another charge is specified as "Point Levi." I beg to say that it has been alleged in the newspapers that I was interested with the Hon. James Morris, the Hon. Samuel E. Mills, and Wm. Mathie, Esquire, in the purchase of a farm at Point Levi, which was public property—that a sum of money was paid by the purchasers to stop the bidding at auction—that, it was intended that there should be a railroad junction on the farm—that, in point of fact, the property was purchased from some knowledge of facts no patent to all other bidders and to the public. Into these charges I wish the Committee to enquire, and if they propose to enquire into any other charge connected with Point Levi, I request communication of such charge; I also desire to know whether any, and if any, how many of the charges, which have been vaguely specified to me, are considered by the Committee as closed; the Committee will, I feel assured, admit that I should have some notice on this point and an opportunity of considering whether any further evidence is required on my part. I also respectfully submit to the Committee that the time has arrived when I should be informed what further witnesses it is proposed to call on each charge,

I am, Sir,

Your obedient servant,

F. HINCKS.

Sidney Smith, Esq., M. P. P.

Chairman.

On motion of Mr. *Loranger* it was

Ordered,—That question (525) be again put to Mr. *Brown*, as follows

Can you state the nature of the Charge No. 1, Grand Trunk Railway Stock which has been preferred against the late Administration? If yea, pray state the nature of such charge as concisely as you can consistently with clearness.

Mr. *Brown* proceeded, at some length, to answer the foregoing question, and was proceeding further, when

Hon. Mr. *Hincks* objected to the answer given by Mr. *Brown* as being entirely irrelevant.

Mr. Solicitor General *Smith* moved, that the whole of Mr. *Brown*'s answer to this question be expunged as being no answer to it.

Which was carried.

Mr. *Dorion* moved, that the following answer, tendered by Mr. *Brown*, to Question 328, be received as his answer thereto, to wit :

(A charge has been publicly made against the late Administration, or some Members of that Administration, in reference to dealings in Portland Railway Stock. Pray state what you know personally respecting such dealings, either from conversation with the parties against whom such charge has been made, or otherwise?) “*Ans.* : I have stated that when the Grand Trunk Railway Bill was passed in 1852, there were no *bonâ fide* Stockholders ; it was merely a charter granted to Messrs. Jackson & Co., the proposed contractors, who were to find the Stockholders in England. A railway was at the moment under construction and partly opened between Montreal and Portland, the Canadian portion of which was known as the St. Lawrence and Atlantic Railway. This road had been built under great difficulties, was not in first rate condition, had paid no dividend, and its Stock was selling at a great depreciation in the market,—at one time so low as 75 per cent. below par. Mr. *Hincks* introduced a Bill into Parliament to enable the Directors of that road to arrange with the Directors of the Grand Trunk for its Amalgamation with the Grand Trunk, as yet, without Stockholders. The Bill also enabled the Grand Trunk to amalgamate with other roads. The Bill, by Mr. *Hincks*' influence, was introduced without any Petition, and was not referred to the Standing Orders Committee : it was read a first time on 2nd November ; it was read a second time on 5th November, was not referred to the Standing Committee on Railroads nor to the Private Bill Committee, but was referred to a Committee of the Whole forthwith, and the report was received and concurred in all in the same day, the 5th November, contrary to the rules and practice of Parliament. On Saturday, the 6th November, it was read a third time, and passed ; by Tuesday, the 9th, it had passed all its stages in the Legislative Council, and on Wednesday, the 10th, it received the Royal Assent. At the first Meeting of the Directors named in the Grand Trunk Bill, Mr. Solicitor General Ross was appointed President of the Company, and soon after he was despatched to London to aid Messrs. Jackson & Co., by his official influence, in placing the scheme on the London money market. The opposition of Messrs. Holton and Galt to the scheme was now removed : and both gentlemen were named Directors of the Grand Trunk. About the same time they became contractors for building the Toronto and Guelph Railway, a work likely at some future period to become a portion of the Grand Trunk. Mr. Galt was also President of the St. Lawrence and Atlantic Railway, and doubly interested as Commissioner of the British American Land Company, through whose property the line ran, and who held a large amount of Stock in it. Mr. Galt also proceeded to England in January, 1853. Under the auspices of Messrs. Ross and Galt, and Messrs. Jackson & Co., but by what authority I am not aware, a grand scheme involving £9,500,000

sterling was concocted and brought out on the money market, with a list of influential Directors and a promised Dividend of 11½ per cent. to all Stockholders who were fortunate enough to obtain shares. In this grand amalgamated scheme the Toronto and Port Sarnia Road was included, and the contract held by Mr. Galt and his partners was altered and placed on the same footing as that of Messrs. Jackson & Co. The St. Lawrence and Atlantic Railway was also included in the scheme; and in the face of the fact that it had been selling in the market at less than half price, it was taken in at par. Nay, it was agreed that the Stockholders of that line should be paid in cash back interest on their Stock, at the rate of 6 per cent., from the time of subscription to the date of Amalgamation, a period of not less than six years. On the completion of the Amalgamation, therefore, holders of Portland Stock were entitled to receive £36 per cent. in cash, and new Stock in the Grand Scheme for £100. This agreement was signed on the 12th April. I cannot recollect the date when a knowledge of it reached me, but the record in the telegraph office can show. I heard of it in this manner: One afternoon, just as the House of Assembly met, Mr. Hincks (much to my astonishment) came to my desk at which I was writing, leant over it, and handed me a piece of paper; I opened it and found it was a telegraph dated "London," addressed to Mr. Hincks, and signed by Mr. Galt. I supposed it was from London, Canada West, and said, "Galt in London? I thought he was in England." "So he is," replied Mr. Hincks; "he telegraphed this from London to Liverpool, it was brought over in the Steamer to Halifax, telegraphed from there to here, and I have just received it." On reading the communication I found it was an intimation that the Amalgamation was completed, and that St. Lawrence Stock was then selling in London at a high price. I thereupon remarked that this was a capital thing for the Portland Railway Stockholders; Mr. Hincks said it was a good thing for others as well. I asked what he meant. He replied that Portland Stock could be purchased in the market at (I think he said) 65 or 35 per cent. below par, the effect of the Amalgamation in England not being yet known; but whether that price was *ex* the promised bonus of back interest I am not certain. I saw at once the meaning Mr. Hincks desired to convey to me, and said, that surely no one would take advantage of information so received to the injury of the real Stockholders. Mr. Hincks asked why not, and I stated to him that I thought for one who had aided in passing the Amalgamation Bill, and who had official knowledge of its effects, not possessed by the public, to take advantage of his information, and speculate on the ignorance of others, would be improper in the extreme, little short of robbery. Mr. Hincks dissented altogether from this view of the matter, and shortly after returned to his seat. I heard, shortly after, that Mr. Hincks and several of his friends, on joint as well as individual account, had purchased Portland Stock to a large extent on the strength of the information to which I have referred."

The *Chairman* decided as before that this motion was irregular.

Mr. *Dorion* appealed against his decision.

On which the Committee divided, and the Yeas and Nays being called for were taken down as follows:

| <i>Yeas :</i>                                                                                  | <i>Nays :</i>          |
|------------------------------------------------------------------------------------------------|------------------------|
| Messrs. Crawford,<br>Loranger,<br>Robinson,<br>Sol. Gen. Smith,<br>Smith, (Northumberland.)—5. | Mr. <i>Dorion</i> .—1. |

Mr. *Brown* declined voting, and was excused.

So it was carried in the affirmative; and the decision of the *Chairman* was confirmed. [Subsequently ordered to be inserted,—See p. 160.]

*Victoria Bridge Lots.*

329.—The *Chairman*.]—A CHARGE has also been made publicly against the late Administration or some Members of that Administration in reference to dealings or speculation in lots or lands near the north end of the contemplated Victoria Bridge at or near Montreal; state, if you please, for the information of the Committee, what you know, personally, respecting such charge or the subject matter out of which it arose, either from conversation with the Members of that Administration or any of them, or otherwise?—I know nothing whatever of this matter.

*Montreal Court House Debentures.*

330.—There has been a charge made against Members of the late Administration in reference to dealings in the Debentures issued for the construction of the Montreal Court House. Do you know anything, personally, respecting the subject matter out of which such charge has arisen; if yea, pray state what you know?—I know nothing whatever of this matter, except from public rumour.

*Point Levi Lots.*

331—It has been alleged that the Honorable Mr. Hincks and the Honorable Mr. Morris have been concerned in the purchase of public lands at or near Point Levi. State if you know anything respecting that transaction?—I heard of Mr. Mathie's purchase shortly after it was made, but the names of Mr. Hincks and Mr. Morris were not then connected with it. I understood that the chief value of the speculation arose from the expectation that the Grand Trunk Railway would pass through it, that the termini or junction of the Trois Pistoles and of the Quebec and Richmond Roads would be at or near it. In a conversation held by me with the Hon. Samuel Mills, at Hamilton, during the Spring Assizes of 1854, I stated this to Mr. Mills, and I understood him to assent to it; he told me then that he valued his share of the speculation, (a  $\frac{1}{16}$ th part of the whole purchase,) at £2000.

Mr. *Darion* moved that the following answer tendered by Mr. Brown to Question 332 be received as his answer thereto, to wit:

(It has been alleged that some one or some Members of the late Administration attempted through their official position to establish the City of Hamilton Post Office in such a position that his or their own private property might be benefited or increased in value thereby; pray state to the Committee what you know of the facts?)  
*Ans.* When in Hamilton, some time in 1853, I was informed by Mr. R. H. Smiley, that the Hon. Sam. Mills had been purchasing property in a part of the city, which he pointed out to me, near Norton's Hotel; that he had reason to believe that one or more of the Members of the Administration were concerned with him in the purchase; that Mr. Mills had been using influence to have the new Post Office placed on a site which would greatly enhance the value of the speculation, and that the job was likely to be consummated. Mr. Smiley remarked that he was trying to get at the bottom of the affair, and that it would be well to say nothing about it in the mean time. Shortly after, I had some conversation with Mr. W. F. Meudell, of Toronto, on the subject of the charges of corruption then being preferred against Mr. Hincks and his colleagues. Mr. Meudell defended the then Inspector General from every imputation; and in the course of the argument he cited, as an instance of the groundless charges current, one which he said had been preferred against Mr. Hincks in regard to the Hamilton Post Office. He declared that Mr. Hincks had joined Messrs. Morris and Mills in the purchase of some lots in Hamilton; that Messrs. Mills and Morris had been "chiselling" to get the new Post Office set down near the said lots; that Mr. Hincks, far from being a party to it, was excessively indignant when he heard of it, and stopped it at once. I expressed

my want of faith in indignation expended after the matter was exposed to the public. The fact of Mr. Hincks' great indignation at the conduct of Messrs. Morris and Mills was also communicated to me by others, about the same time. At the Spring Assizes of 1854, an unsuccessful action for libel was brought against me, as proprietor of the *Globe* newspaper, by Mr. John White, he having been charged in that Journal with corrupt conduct as a Member of Parliament. In the course of the proceedings I wished to consult a volume of the Parliamentary Journals, and saw Mr. Mills with a view of borrowing it if I could. Mr. Mills introduced the subject of the charges then being made against the Administration, and challenged me to show a wrong act committed by them; I stated several, and among others the conduct of Mr. Morris and himself in regard to the Hamilton Post Office. I stated that I understood Mr. Hincks, Mr. Morris, and himself, had bought the property on joint account, that he (Mr. Mills) had used his influence to get up petitions in favour of the Post Office being set down near those lots; that the thing was about being done. When the matter became public, Mr. Hincks heard of it, was loudly indignant, and put a stop to it. Mr. Mills did not deny the truth of this statement, but justified the selection of the site as the very best for the Post Office. I considered from that moment that its truth was beyond doubt. In addressing the Jury at the trial in the Court House the next or possibly the same day, it became necessary for me to show the danger of allowing men in office to use their official influence for purposes of personal gain; and, to illustrate its evils and the extent to which it was even then carried, I cited some of the occurrences of the day, and among others this of the Hamilton Post Office. Mr. Mills was present while I spoke, but not for many months afterwards, not until a Parliamentary inquiry had been demanded, did he inform me that I was in error as to any of the facts, and he failed then to convince me that any error existed. Some months after the trial at Hamilton, Mr. Morris complained to me of the statement I had made, and denied that there was any truth in it. He declared that he had never agreed to adopt the site desired by Mr. Mills, and used as an unanswerable argument, that he was not likely to have done so, for he was warned, as he passed through Toronto on his way to Hamilton, that his conduct in the matter was being watched. This argument did not appear to me so forcible as it did to Mr. Morris."

The Chairman decided as before, and Mr. Dorion again appealed from his decision.

On which the Committee divided, and the Yeas and Nays being called for they were taken down as follows:

(Same as last division.)

Mr. *Brown*, declined voting and was excused.

So it was carried in the affirmative; and the decision of the Chairman was confirmed. [Subsequently ordered to be inserted.—See p. 160.]

Mr. *Dorion* moved that the following answer tendered by Mr. Brown to Question 333 be received as his answer thereto, to wit:

(There has been an accusation brought against one or more Members of the late Administration, respecting the Sault Ste. Marie Canal, or some improper act in reference thereto. Can you give the Committee any evidence respecting that matter?) "Ans. On the 1st of September 1852, a Bill was introduced into the House of Assembly to incorporate certain parties for the construction of a canal at the Sault Ste. Marie. On the 27th September Mr. Robinson moved that the Bill be read a second time. Mr. Hincks, seconded by M. Morin, moved that it be read that day six months, which was carried. On that occasion Mr. Hincks said "the Government might make the canal, but he did not promise. The work ought to be made by the Government, but he did not promise the Government would do so this year. He thought it better to wait to see what action would

“ be taken by the Americans.” And at a later point in the debate Mr. Hincks moved “ that the Bill be read a second time this day six months. The question “ as to the present Session would then be decided. There were various matters “ connected with this canal, which the Government had to decide. The size was “ of importance. He did not see any necessity of building the canal just now. “ It would be building it for a prospective trade, not a present one. Mr. Keefer’s “ Report showed that the tolls could not be expected to pay for years; besides, “ if the tolls paid 10 or 12 per cent. on our canal, the Americans would make a “ canal on their side. He defied any Member to show that a canal there would “ be of any use to us for years to come.” On the 11th October a second Bill was introduced for the same purpose, and read a first time; on the 8th of November the Bill was on the paper for a second reading, and after some discussion it was withdrawn, on the understanding that the Government would proceed with the canal as a public work; I understood that Mr. Robinson, who had charge of the Bill, was promised that a sum of money would be placed in the estimates for the construction of the work. I distinctly recollect that Mr. Hincks spoke in favor of the enterprize, and discussed very minutely the size of the intended locks. On the 30th May, 1853, Mr. Robinson, finding that the assurances of the Government were not being carried out, moved for an Address to the Governor General, “ praying “ that the necessary steps may be taken without further delay for ensuring the “ construction of a ship-canal at Sault Ste. Marie, either at the expense of the “ Province or by permitting such individuals to construct the same as may be “ willing to undertake and complete the work, on such a scale as may be approv- “ ed of by the Government, reserving the right, on the part of the Government, to “ acquire the same for the Province whenever it may be deemed expedient, and “ on fair terms.”

In the debate which followed on this motion I find that Mr. Hincks was reported to have spoken thus: “ It had been the intention of the Government to “ propose a grant for constructing this work, and they had fully intended to proceed “ with it, but finding that parties in the United States are about constructing a “ canal, they thought it expedient to pause, more especially as there is at present “ no important trade between Lake Superior and Canada. There is so little “ settlement on the British side that it would be preposterous to have two canals “ where one would not pay, at any rate, for many years to come. Another reason “ was that there were many other parts of the country where the expenditure was “ much wanted. On the Ottawa, for instance. There was no doubt whatever “ but that the Americans would construct a canal on their side. It was quite “ certain that for many years the work would not pay. If a canal was to be built “ by the Americans, he could not conceive what object we could have in making “ one.” In reply to Mr. Hincks I urged that there was great doubt whether the Americans would go on at once with their canal, and that even if they did that was no reason for refusing a private Company a Charter, under the condition that the Canadian Government might assume it. Mr. Malcolm Cameron thereupon rose and said, “ that he had no doubt but that the State of Michigan intended to construct “ this canal, and a premium of 750,000 acres of land had been offered to whoever “ should do it, and the contract had been already given out. The only thing that “ delayed it was a dispute that had arisen among the contractors.” Mr. Henry Sherwood expressed the opinion “ that under present circumstances the Americans “ would not go on with the works; and urged that a canal on the Canadian side “ would cost just one half of what it would on the other.” Mr. Dixon deprecated the idea of yielding so important a work to the Americans: “ We had the means to “ do it, and the Government should do it themselves, or else they should allow a “ Company to do it.” Mr. Robinson “ could not see what occasion there was for

“ sending Mr. Keefer to make a survey for this canal, if they (the Government) did not intend to act upon it. If the Americans did build a canal, have we any right to suppose that they will allow our vessels to pass through it? We allow them to pass through the Welland Canal, but our vessels are not allowed to go through the Erie Canal.”

Mr. Robinson's motion was defeated, all the Government interest being brought against it. A Canadian canal at the Sault Ste. Marie was thereby negatived, either as a public work or as a private enterprise. The Ottawa Canal referred to by Mr. Hincks, in the debate, was, however, forthwith taken up as a public work, and £50,000 of the public money voted to commence it. Mr. Hincks having then acquired the property which he now holds in the vicinity of the Ottawa River above the canal.

The remarkable course which Mr. Hincks pursued in the House, in regard to the Sault Ste. Marie Canal, excited much astonishment at the time; and shortly after it was stated in the correspondence of the *North American* newspaper, that he had an interest in the contract for constructing the canal on the American side. I have no knowledge of the truth of that statement or of its source; I know, however, that parties were at Quebec in the Session of 1852-3, endeavouring to induce Members of the Legislature to take an interest in a tract of land in Michigan; but whether these parties were contractors for the American canal, and the lands offered were those given for the construction of a canal, I do not know.”

The Chairman decided as before, that this motion was irregular.

Mr. Dorion appealed against his decision.

On which the Committee divided, and the Yeas and Nays being called they were taken down as follows:

(Same as last division.)

Mr. Brown, declined voting, and was excused.

So it was carried in the affirmative; and the decision of the Chairman was confirmed. [Subsequently ordered to be inserted. See p. 160.]

Mr. Dorion moved that the following answer tendered by Mr. Brown to Question 334 be received as his answer thereto, to wit:

(Mr. Hincks has been charged with improperly purchasing City of Toronto Debentures, or using his official position to benefit himself, or otherwise acting improperly in reference thereto. Pray state anything you know respecting that matter?) “ Ans. As a citizen of Toronto, a public Journalist, and Member of Parliament, I took an interest in this transaction from the beginning, and believe I know all the facts that have transpired in regard to it. On the 25th November, 1850, the City Corporation of Toronto agreed to give £25,000 to the Ontario, Simcoe, and Huron Railway Company, as a gift. The conditions were that the terminus of the road should be in a certain part of the city, and the money should be advanced only as the work proceeded, in the proportion of one pound advanced as ten pounds were expended on the road. On 18th August, 1851, the city further agreed to lend the Company 20 years' Debentures to the amount of £35,000, under the same conditions as the gift, but receiving a first mortgage on the road for the amount. In the winter of 1851-2 the Company and contractors had much difficulty in keeping the works going, from want of funds. They were most anxious to get the £60,000 from the city, but by the terms of the gift and loan, they were not yet entitled to it. On 11th June, 1852, a communication was made by the Railway Company to the City Council, that an instalment was due on the loan and gift, which would be acceptable; and on 21st June a By-law was reported to enable Debentures to be issued in accordance with the arrangement. Exception was thereupon taken in Council to the validity of the proposed By-law, and the opinion of counsel on the point was ordered

to be taken. Messrs. Hagarty and Mowat, eminent counsel, were advised with, and they pronounced the By-law illegal. Mr. J. G. Bowes was at this time Mayor of Toronto, and up to a period shortly previous had been a Director of the Simcoe Railway. He knew all the circumstances, the difficulties the Company laboured under, and the earnest necessity of the contractors for money. He testified before the Court of Chancery, that "the contractors were anxious to receive the Debentures for the £60,000, notwithstanding their doubts" (as to the validity of the By-law) "to meet their pressing demands." Mr. Bowes opened negotiations with the contractors for the purchase of the Debentures. Mr. James Cotton testified thus before the Court of Chancery: "Mr. Bowes proposed that we should purchase the Debentures on joint account. This was before any issue. Conversation took place from time to time to the effect that when issued we should make the purchase. It was suggested that Mr. Hincks should be employed to negotiate them; I think the proposition came from Mr. Bowes, but I am not sure." Mr. Bowes thereupon went to Quebec, and saw Mr. Hincks on the subject, on 24th June, 1852. Mr. Hincks testified before the Court of Chancery that, on that occasion, "Mr. Bowes proposed to me to join him in purchasing certain Debentures of the City of Toronto, then about to be issued; Mr. Bowes told me that the contractors had been trying to sell them, but without success; that they would, he thought, take 80 per cent. for them. The amount about to be issued was about £25,000. I agreed to join him in the purchase, at that price." \* \* \* "I told him that if I were concerned in the operation it would be on the express condition that the money should be raised in England; that I had no doubt of getting it for twelve months at 5 per cent. per annum, which would give us plenty of time to dispose of the Bonds, and that if he could secure the purchase I would undertake the entire management of the transaction." \* \* \* "I have no distinct recollection of the time or mode of communicating with Mr. Bowes on the subject of secrecy, but I have no doubt that at some time in the early stage of the transaction I did impress upon him the importance of keeping the transaction as a most confidential one."

Mr. Bowes returned to Toronto on Monday, 28th June. Four days after the interview between Messrs. Bowes and Hincks, the City Council met, Mr. Bowes in the Chair. It was moved, that the Order of the day be dispensed with, and the Debenture By-law (which had been declared illegal) read a second time; which was carried. The Bill was referred forthwith to a Committee of the whole, and reported to the Council. The report was forthwith adopted. The 27th Rule of the Council was dispensed with. The Order of the day was again dispensed with, and the Bill ordered to be engrossed, read a third time, passed and signed by the Mayor, all at one sitting.

On 30th June, 1852, the Railway Contractors, Messrs. M. C. Storey & Co., addressed the following letter to Mr. Bowes:—

"SIR,—We propose to sell you the £24,000 of Toronto Debentures authorized by the City Council, on the 28th instant, to be issued in aid of the Ontario, Simcoe and Huron Union Railroad, you to pay us eighty cents on the dollar on the deposit of said Debentures in such Bank, in the City of Toronto, as you may designate, and we to deposit said Debentures as soon as we receive the same. Let us know your acceptance or not of this proposition, in writing, to-morrow."

Mr. Cotton testifies: "I had conversations with Mr. Bowes as to the illegality of the By-law of the 28th June. We proposed to get over the difficulty by having the debt of £100,000 consolidated; and that by changing them into sterling they would be more valuable." \* \* \* "It was said by Mr. Bowes that Mr. Hincks' name would have the effect of getting a better price for the Debentures than any other person, and that it would be necessary to give him



“ an interest in the Debentures, as it would be necessary to have his assistance to procure an Act to consolidate them. I saw the letter from the contractors, of the 30th June; I think this was a day or two after its date; Mr. Bowes showed it to me in his own office.”

Mr. Hincks testifies thus:—“ On or about the 30th June, Mr. Bowes wrote me a letter stating that he had received an offer from the contractors to sell £24,000 City of Toronto Debentures at 80 per cent.,” and on being asked, “ Did not Mr. Bowes inform you, about the time the purchase of the Debentures was made by you, that there was a distinct understanding that application was to be made to the Legislature to legalize them?” Mr. Hincks replies:—“ I have already stated that I became aware of such understanding immediately after the discussion on the passing of the By-law in the City Council. I have no doubt that I heard so from Mr. Bowes, and that I also learned it from the public papers.” And he adds afterwards:—“ I consider that under the circumstances it was necessary that the Debentures should be legalized. I would never have engaged in the transaction had I not been perfectly satisfied that the Corporation of the City of Toronto would be incapable of so gross an Act of fraud as to have omitted taking the proper steps to have the said Debentures legalized.”

On the 5th July, 1852, Mr. Hincks wrote a letter to Mr. T. G. Ridout, Cashier Bank of Upper Canada, marked “ Private and confidential,” portions of which were given in testimony before the Court of Chancery. The following passage occurs in that letter:—

“ MY DEAR CASHIER,— I am very anxious to obtain a temporary loan from the Bank of Upper Canada for a pretty large amount, and I must explain fully the circumstances to you in confidence. I am joining Bowes in the purchase of some City of Toronto Debentures, the amount of which is £24,000, and on which we want an advance of 80 per cent., or £19,200. I have every confidence that I shall obtain the amount from Glyn & Co., of London, and have authority to draw in about thirty days. I did not expect the city would issue its Bonds so soon.” \* \* \* \*

Mr. Ridout says: “ I answered the letter of 5th July from Mr. Hincks. I agreed to make the required advance.”

But a new difficulty now presented itself. The Railway Company had resolved to take the benefit of the Provincial guarantee, to which it was entitled, of one half the cost of the road, giving a first mortgage upon it for the amount. But they could not give a first mortgage to the city and the Province, as well, and as the Provincial Loan was vastly greater in amount than the other, the city Loan of £35,000 became impracticable; a new scheme was thereupon struck out. On the 29th July, 1852, the City Council met, pursuant to a “ Special Summons issued by the order of His Worship the Mayor.” The Council records contain the following minute of the proceedings:

“ His Worship the Mayor communicated to the Council that he had called the Meeting for the purpose of considering the expediency of confirming an offer which he had made to the contractors of the Ontario, Simcoe and Huron Union Railroad, in consequence of some difficulty which had presented itself in the nature of the Directors giving the city security upon the road for the amount proposed to be advanced to the said Directors by way of loan, and which offer his Worship the Mayor stated to have been in substance as follows:— “ That the contractors should agree to relinquish the grant of £25,000, made by the Council in aid of the said railroad, which said grant had been transferred by the Directors to the contractors, and that the Directors should release the

“ Council from the agreement to loan the Company the sum of £35,000, upon  
 “ certain security, upon condition that the Council should take Stock in the said  
 “ road to the extent of £50,000, paying therefor in Debentures, at the same times  
 “ and in the same proportion as the work progresses, as it was agreed the said  
 “ grant and loan should be advanced, to which the said contractors had assented.”

The proposition was at once adopted by the Council, and a resolution to that effect passed. Mr. Bowes communicated this change to Mr. Hincks forthwith.

On 6th of August Mr. Hincks addressed a second letter to Mr. Ridout, marked “ Private,” from which the following is an extract:—

“ MY DEAR SIR,—I find that I am likely to be interested in the £50,000 of  
 “ City Bonds issued for the Railway Company, as under the new arrangement  
 “ only £50,000 instead of £60,000 are to be issued, which, at 80 per cent., would  
 “ give £40,000. I therefore want £20,800 more than you have already agreed to.”

Previous to the receipt of this second application the Bank had advanced, without any authority from Glyn & Co., at the request of Mr. Hincks, £20,000: namely, on the 22nd July, £8000; on 30th July, £4000; on 3rd August, £6000; and on 7th August, £2000. The money was paid to Storey & Co., and they deposited City Bonds for a larger amount.

On 9th August Mr. Hincks again wrote Mr. Ridout, marked “ Private,” enclosing letter from Glyn & Co., authorising Mr. Hincks to draw on them for £15,000 sterling. Mr. Hincks wrote: “ I must get you to advance the remainder  
 “ of the £50,000 which at 80 will be £40,000 in all.” Mr. Hincks on 21st August drew on Glyn, Mills & Co., for £15,000, which was cashed by the Bank of Upper Canada, and the proceeds were placed to his credit. The balance of the money to complete the transaction the Bank advanced at the request of Mr. Hincks: namely, on the 31st August, £10,400; on 30th September, £4000; on 21st October, £4400, and on 6th November, £1200;—total £20,000. Messrs. Storey & Co. received this money in payment of their City Bonds at these several dates.

Messrs. Hincks, Bowes and Cotton, or Messrs. Hincks and Bowes, thus became the owners of fifty thousand pounds of Toronto Debentures, without advancing one shilling in cash. They owed, or rather Mr. Hincks-owed Glyn, Mills & Co., £18,416 currency, and the Bank of Upper Canada £21,584 currency. The most profound secrecy still rested on the transaction. The next movement was to enable them to realize their profits.

Mr. Alderman Thompson, Chairman of the Finance Committee of the City Council, and the intimate friend of Mr. Bowes, thus explained before the Court of Chancery the next operation.

“ The Finance Committee, and I think the Council, were of opinion that the  
 “ Debentures would not require legalizing; but if they should, they were bound  
 “ to procure it. The Mayor was going to Quebec, and was requested to look to  
 “ the matter there: this was when the City was applying for a loan of £60,000,  
 “ as was originally contemplated, to consolidate the debt. On his return the  
 “ Mayor reported that Mr. Hincks and, I think, the then Solicitor General, Mr.  
 “ Ross, would not consent to legalize the Debentures without creating a sinking  
 “ fund; but would consent to a loan of £100,000, in order to redeem the Debentures  
 “ in question, and to consolidate the debt: this statement was made about the  
 “ 23rd of August to the Council openly. I think and am sure the Mayor then  
 “ recommended to the Council that that course should be taken, and that a petition  
 “ should be forwarded to Quebec embodying that recommendation; the Council  
 “ agreed to this; I supported it, and moved the resolution. This was the first time  
 “ we heard of the opinion of the Government as to the necessity for a sinking fund.  
 “ I was not aware at this time that the Mayor or Mr. Hincks had any interest in  
 “ the Debentures, nor had I any idea of it until I saw it stated in the public pla-

“ cards in December. I had several conversations with the Mayor, in which he always intimated that he had no interest in the Debentures.”

Mr. Joshua G. Beard, then Mayor of Toronto, also testified :—

“ I recollect the application to the Legislature to consolidate the debt. The Mayor went to Quebec to get the Debentures already issued legalized ; he said “ the Government would not do it, but would sanction a loan of £100,000.”

Mr. Bowes succeeded in getting an application, such as suited his purpose, made by the Council to the Provincial Parliament. It was carried in the Council on 27th August ; but so much confidence had Messrs. Hincks and Bowes in their joint influence, that *before that date*, Mr. Hincks had placed himself in communication with parties in England for the sale of the Debentures to be issued under authority of a Bill to be passed by Parliament, in answer to this anticipated application from the City Council. Mr. Ridout, on the 28th September, wrote to Mr. Bowes as Mayor of Toronto, that he was “ authorized by a friend, on behalf “ of certain parties in England,” to offer par for the whole loan, one half of which “ would be payable in cash,” and £50,000 “ in City Bonds.” Who the “ friend” was the public at the time did not know, but Mr. Ridout long afterwards disclosed in Court that he wrote the Tender “at the desire of Mr. Hincks.”

Parliament had duly submitted to it the Bill necessary to complete the operation of Messrs. Hincks and Bowes. It was under the modest title of “ An Act to “ authorize the City of Toronto to negotiate a Loan of £100,000, to consolidate a “ part of the city debt.” But the most important feature in it was the 5th Clause, which compelled the Corporation to pay the Debentures issued to the contractors of the Ontario, Simcoe and Huron Union Railway Company, notwithstanding any irregularities in their issue, not at maturity, twenty years thence, but to pay them off at once, and at their face value, though purchased by Messrs. Hincks and Bowes, a few weeks before, at four-fifths of their face. The fact that these Debentures were the joint property of the premier of the Government, and leader of the Assembly and of the Mayor of Toronto, was of course concealed. I was a Member of Parliament at that time, and well recollect all the circumstances attending the passage of this Bill through the Legislature. On the 22nd of September, 1852, the Committee on Standing Orders of the House of Assembly reported, that the Petitions of the Mayor, Aldermen, and Commonalty of the City of Toronto, for authority to “ raise a loan to consolidate their debt, and of the Mayor, “ Aldermen and Citizens of Montreal for the like,” were not “ of such a nature “ as to require the publication of notice, as neither of them pray for such additional “ powers as would bring them within the operation of the 64th Rule.” The 64th Rule requires publication to be made in the newspapers, for the information of the public, of any application *inter alia*, for any local Bill, “ doing any matter or “ thing which in its operation would affect the right of property of other parties, “ or for making any amendments of a like nature to any former Act.” It is therefore clear that the Standing Orders Committee understood the Bill asked for was simply “ to consolidate the debt,” and were not led to understand that it would be so framed as to compel the citizens of Toronto to pay to Messrs. Hincks and Bowes £50,000 in cash, for Debentures not payable for twenty years, and which these gentlemen had purchased a few weeks before for £40,000. It is to be regretted that the Minute Book of the Standing Orders Committee, which would have shewn the Members present when the Bill went through the Committee, and the parties who urged its passage, was destroyed at the fire. On the same day (22nd September) Mr. Boulton brought in a Bill “ to authorize the City of Toronto “ to negotiate a Loan of £100,000, to consolidate a part of the city debt.” The Bill was printed on Thursday the 30th of September, but when it was distributed I cannot learn. On Monday following (the 4th of October) the Bill stood as the

51st item on the Orders of the day, and was entered thus: "Bill to authorize Corporation of Toronto to raise a Loan." By the rules and practice of the House it should properly have waited its turn until the fifty previous orders had been disposed of, a period of many days, perhaps weeks; but on this day, not only was it taken up out of its order, but it even had precedence over Bills ordered to a third reading, in defiance of the 22nd Standing Order of the House, and passed the second reading. On passing the second reading the Bill should have been sent to the Standing Committee on Miscellaneous Private Bills, but, very strangely, this was not done. The Montreal Consolidation Act and the Kingston Consolidation Act passed in the same Session, were both sent before this Committee, and reported upon. Had the Toronto Act been sent to it, the discrepancy between the professed object of the Bill and its provisions would probably have been discovered, and represented to the House. The Bill, as I have stated, was read a second time on the 4th of October; on the same day it was referred to a Committee of the whole House, and amendments then made upon it. The rule is that no Bill shall be advanced more than one stage in one day. Unfortunately all record of the proceedings of the Committee was destroyed by fire; further the Report of the Committee of the whole was, the same day (4th October,) received by the House, the amendments of the Committee concurred in, and the Bill ordered to a third reading on the following day. This was in direct defiance of the rules and practice of the House, and constituted the fourth stage passed by the Bill in one evening. On the 6th of October, the Bill passed the third reading, and was carried to the Upper House. On the same day, I see by the Journals, it was read a first time in the Legislative Council. A motion was made to suspend the 46th Rule, and read it a second time forthwith, but it was lost. On the day following, the 7th of October, the Bill was read a second time; the 46th Rule was suspended, it was then read a third time, and passed, when the Council adjourned without transacting any other business. The same day the Governor General came down specially to give the Royal Assent to this and other five Bills, none of which appear to me to have been of pressing importance. As the printed copies of the Bill were not distributed before the first of October, and as it became law on the 7th of October, it is clear that the extraordinary haste with which it was pushed through the Legislature prevented the citizens of Toronto from being made aware of the nature of the measure passing through Parliament. I recollect that the House of Assembly was induced to hurry through the Bill, by the representation that it was merely a measure to consolidate the city debt, that the success of the negotiation for the money greatly depended upon its immediate passage, and that the Mayor was in attendance to secure its immediate passage. I recollect that Mr. Hincks urged that the Bill should be expedited on these grounds.

Mr. Alderman Beard testified before the Court of Chancery:

"He (Bowes) was at Quebec when the Bill was passed through the Lower House. I saw him the morning after his return; he said they had had the greatest success, that Mr. Hincks shoved it through two or three stages in one night, and he felt confident of success; I said I thought the arrangement not advantageous; that we had better let the Debentures run, and have £50,000 or £100,000 for improvements. But Mr. Bowes said Mr. Hincks would not do it "in any other way."

On the 11th October Mr. Bowes induced the Council to accept Mr. Ridout's offer, or rather the offer of himself and his partner Mr. Hincks. Sterling Debentures were issued equal to £100,000 currency, and handed over to the Bank of Upper Canada; £50,000 was placed to the credit of the city, to redeem debts coming due; £40,000 was applied to repay the advances made to Storey & Co., at the request of Mr. Hincks; £10,000, less exchange and charges, was handed

over to Mr. Hincks as the profit of a three-months' operation. Mr. Hincks sent Mr. Bowes £4115 as his half of the operation, £2700 of it being in drafts of the Receiver General on the London Agent of the Province. Not one shilling had either Hincks or Bowes advanced in the transaction,—it was founded and carried on entirely on the influence of their official positions.

In the end of 1852 Mr. Cotton became restive. He had expected one third of the profits of this lucrative operation, and he got nothing. Hints of a scandalous job began to be whispered. I was informed, I think, in January, 1853, of much that I have related as to the proceedings of Messrs. Bowes and Hincks, and was urged to demand a Parliamentary Committee of Inquiry. I was reluctant to believe that such a deep scheme as was related to me could have been carried on for so many months with perfect secrecy, and knowing the inefficiency of a Parliamentary Committee, subject to political influences, and without the power to receive evidence on oath, I was more anxious that the matter should be subjected to judicial scrutiny than to the uncertain decision of a Parliamentary tribunal. I therefore entirely approved of the course taken by Mr. David Paterson and others, in March, 1853, when they filed a Bill of Discovery in the Court of Chancery, and hesitated to support Mr. Mackenzie's motion in the Assembly for a Parliamentary Committee.

But meantime the matter was brought up in the City Council, and Mr. Bowes was openly charged with being concerned in it. Mr. Bowes on very many occasions flatly denied that he was in any way concerned. A Committee of Inquiry was ordered by the Council, and interrogatories were sent to Mr. Bowes by that Committee, which he answered by a positive denial. I came down to Quebec for the adjourned meeting of Parliament in February, 1853; immediately after I arrived, Mr. Hincks asked me about the rumours as to the Bowes affair current in Toronto, and we discussed it at some length. I was anxious to discover if there was truth in the startling statements I had heard of his complicity in the transaction, and on several subsequent occasions I brought up the subject in conversation with him; several times negatively, and once positively, he denied all participation in it.

The Chancery suit slowly proceeded, but at last, on 12th September, 1853, the truth was disclosed, that Mr. Hincks and Mr. Bowes had done all and more than was represented of them. It was difficult to get at the facts, and probably they are not got at yet. Mr. Bowes, in his evidence before the Court of Chancery, testified thus: "I wrote several letters on the subject to this person, (Mr. Hincks,) and I received one or two, or more, from him. I cannot say how many. I destroyed the letters from him as private letters." \* \* \* \* \* "I cannot swear that some of the letters may not have been destroyed after this suit was commenced." Mr. Hincks also testified: "I received a great number of letters from Mr. Bowes during the latter part of the year 1852: they were on a variety of subjects, &c." \* \* \* "I have not, to my knowledge, any of the Bowes letters in my possession. I cannot recollect the precise time when they were destroyed." Again, Mr. Hincks says, when he is asked to produce his correspondence with Mr. Ridout on the subject of the Loan, "I have frequent correspondence with Mr. Ridout on various matters, demi-official and private, none of which, to my knowledge, I have in my possession, unless it be such as have been received within the last three months; my correspondence, during which period, I have not yet destroyed." And again, when asked to produce his correspondence with Messrs Glyn, Mills & Co., Mr. Hincks replies, "I have no copy of my letters to them, and I have no letters of theirs in my possession on the subject. I sent their letter of credit to Mr. Ridout, and it has not, to my knowledge, been returned to me. Any private letters which I may have had

“from them, on that or any other subject, of an older date than there or four months back, have been destroyed.”

The Chancery suit was commenced against Mr. Bowes only, and by the unanimous decision of the Court, on the 9th October, 1854, he has been condemned to pay £4522 3s. 10d., and costs, with interest from the date of decree, to the Corporation of the City of Toronto.

The Chairman decided as before, that this motion was irregular.

Mr. Dorion appealed against his decision.

On which the Committee divided, and the Yeas and Nays being called for they were taken down as follows :

(Same as last division.)

Mr. *Brown*, declined voting and was excused.

So it was carried in the affirmative and the decision of the Chairman's was confirmed. [Subsequently ordered to be inserted.—See p. 160.]

Mr. *Dorion* moved that the following answer tendered by Mr. Brown to Question 335 be received as his answer thereto, to wit :

(The Committee are investigating a charge against Hon. Mr. Hincks, respecting his negotiation or purchasing, or agreeing to negotiate or purchase City of Montreal Debentures, or negotiating a Loan for that city for a commission, and using his official position improperly in reference thereto. Can you give any evidence in reference to that matter on that charge, or can you inform the Committee from whom evidence can be obtained in reference thereto, or on any of the matters upon which you have been previously interrogated?) “*Ans.* I have replied fully to all the other questions you have put to me, and I am able to give some information as to this. A Bill was brought before Parliament in 1852, to authorize the Corporation of the City of Montreal to raise a Loan for the consolidation of the city debt. While Parliament was sitting, it was stated in the course of debate in the Montreal City Council that there was a job connected with the matter, and that a person high in office was concerned in it. I was applied to to bring the matter before the House, and was assured that Mr. Hincks would be shown to have acted most culpably in the matter. I replied that I did not think it right to bring any charge against a public man, and especially against a Minister of the Crown, unless on some certain evidence ; that if proof could be shown me, and placed at my command, of what was alleged, I would charge Mr. Hincks directly with it in the House, and demand a Committee ; but without the power of establishing the charge previously obtained I would not move. While yet discussing the matter, Mr. Wm. H. Boulton, then Member for Toronto, brought the matter before the House, without knowledge on my part. Mr. Boulton's motion was for an address to the Governor General, praying for a detailed statement relative to charges or remuneration for effecting the sale of Provincial, Municipal, or Corporation securities in England or elsewhere, received by any Member of the Administration. Mr. Boulton, in support of his motion, said he understood that such a practice did exist as receiving remuneration for the negotiating of securities, and it was desirable to have positive information on the subject.

Mr. Hincks at once rose and said :

\* \* \* \* \*

“The subject of the motion had no reference to any transaction on behalf of the Government, but to the supposed private transactions of a Member of the Government, and the head of the Administration, not only had no right to take cognizance of those transactions, but he had not the power to give the House any information respecting them. With respect to the newspaper statements referred to by the Member for Toronto, he would say that he had been so much occupied during the last few days, that he had not an opportunity of seeing the

“ charges made against a Member of the Government. If those charges had reference to himself, he would say in reply to them, “ No, no Member of the Government has received any fee for negotiating any securities.” But he did not conceive that this is a proper subject on which to found an address to the Governor-General. It has nothing to do with the public securities of the Province.”

Mr. Christie, of Gaspé, said “ he was glad to hear the observations of the honorable Inspector General in full and complete refutation of the charges indirectly made against him.” \* \* \* \* \*

Hon. J. A. McDonald (of Kingston) spoke thus :

\* \* \* \* \*

“ The House had heard from the Inspector General, who went further than was, perhaps, necessary, that no such sums had been received by any Member of the Government. The motion divided itself into two parts: the first related to the sale of Municipal Debentures, the second to the right of Members of the Government to act in their private capacity as agents for individuals. Relative to the first branch, there could be no doubt if a Member of the Government received a sum of money as a reward for negotiating securities, he should be expelled from the Government, from the House, and from the society of all honest men. Then the other question is as to whether he may have acted as an agent for private parties or for individuals, and with that the House had nothing to do, and, in his opinion, had no right to enquire. He could see no reason why a gentleman going to England should not accept a charge apart and distinct from his official capacity, if a request to that effect were made to him. He could see nothing improper in it.”

Mr. Gamble said “ he could not agree with the Member for Kingston, as to the private character of a Member of the Government. It was impossible to separate the private from the public character.”

Mr. Boulton again rose to make his charge more explicit. He said :

\* \* \* \* \*

“ The substance of the charge was this: in consequence of the negotiation in which the Inspector General was concerned, the Bank of Montreal was to be deprived of the one per cent., and that honorable gentleman was to receive it; and that, in furtherance of the object which he had in view, the Corporation of Montreal had already received, on account, through his negotiation, £20,000 from the Bank of Upper Canada; that he had received one per cent. on the amount, and had actually drawn on Glyn, Halifax & Co., for the amount; that the drafts had been seen in this city, and that, in the mean time, legislation is to take place.” \* \* \* \* \*

Mr. Street said: “ Any person placed in the position of the honorable gentleman ought to be glad of having such an opportunity afforded him, and he must confess that he never was more gratified than when he heard that honorable gentleman say that he had had nothing to do with the transactions referred to.”

Mr. Hincks said, “ that the views of the Member for Kingston co-incided exactly with his own. In listening to the Member for Toronto he did not think the honorable gentleman cast any personal imputation of corrupt conduct on him in the capacity of head of a department. It appeared to him, however, that the object of the honorable gentleman’s motion was to investigate the private transactions of a Member of the Government. Now he was not in the slightest degree afraid that the House should judge of any private transaction in which he was engaged, no matter what it might be. He should not fear that the House would pronounce any one of his private transactions to be dishonorable, but he denied the right of the House to enquire into his private transactions. The honorable gentleman had taken a course contrary to the

“usual course of Parliamentary business, and which would lead to an investigation of all his private conduct. It was for that reason he had objected to the honorable Member’s motion. Everything that he had done with reference to the negotiation in which the Bank of Montreal was concerned had been stated in the public newspapers within the last few weeks; and he was certain that the course he had taken would meet with the approbation of every one, in Montreal, who was acquainted with it. That was his answer to the last statement made by the honorable Member for Toronto.”

Mr. Badgley said :

\* \* \* \* \*

“With respect to the observations of the Member for Kingston, he differed totally with him as to the propriety of a Minister of the Crown accepting charges of the kind mentioned by that honorable gentleman. He thought that a Minister of the Crown should be entirely free from connecting himself with any private transaction of a pecuniary character in England or elsewhere. It seemed to him that it was impossible to separate his private from his public character; but he wished it to be understood that he did not suppose the House had the power or right to interfere with any transaction occurring between individuals. It was solely in reference to dealings between public bodies and a Member of the Government, that he said it was impossible to separate his private from his public character. He thought that this motion was unjust to the Government, and hoped that it would be withdrawn.”

Sir Allan MacNab held that Mr. Hincks had denied the charge *in toto*, and thought that gentleman had been unfairly treated by having such “dishonorable conduct” charged against him.

Mr. Ridout said “he thought that the House should draw a very wide distinction between transactions made on behalf of the Government and those connected with Municipalities or Corporations. He felt perfectly satisfied with the answer of the honorable gentleman, that he had derived no pecuniary profit from any transactions on the part of the Government.”

I followed Mr. Ridout, and spoke as follows :

“I (Mr. Brown) could not concur in the views enunciated by some honorable gentlemen on the subject before the House, and I must express my extreme astonishment that such sentiments should be promulgated in this House. I cannot enter into those fine-drawn distinctions between a Minister of the Crown taking a commission for a public service in his public capacity and in his individual capacity, and I am free to say that if the statements of the honorable Member for Toronto are correct, the matter is of a very serious character, and can not be overlooked by the House. If there was even ground to suppose that such things could be done under our constitutional system with impunity, means should be taken to put an effectual stop to it. Did honorable gentlemen consider the nature of the charge when they spoke as they did? Shall the Premier of Canada go to England on a public mission and at the public expense, and sell the influence of his high official position, while there, to our own local municipalities for a percentage? Shall our Minister of Finance be permitted to use the knowledge and standing in the money market accruing from his office, in stock-jobbing and bond-brokerage? How can any one maintain such a proposition for a moment? Nothing would so bring the Government of the Province into contempt with the people as this, and nothing could be more ruinous to our credit in the mother country.”

Mr. Hincks here rose and said “he would spare the honorable Member for Kent a great deal of virtuous indignation, by assuring him that nothing of the kind to which he alluded had occurred.”



I expressed my gratification at this declaration, and proceeded to say :

“ When the charge now before the House was repeated, to me, I at once said that it could not be true. The statement was that the honorable gentleman had taken the negotiation of the Loan in question out of the hands of the Bank of Montreal, and completed it himself; that legislation was necessary ere closing the transaction, and that one of the two Bills now before the House was to meet the necessity; but that, in the mean time, he (Mr. Hincks) had obtained for the Municipality from the Bank of Upper Canada, by his political and financial influence, an advance of £25,000.”

Mr. Boulton—“ £20,000.”

Mr. Brown—“ It might have been £20,000, and that he had received £1000 for his services by bills drawn on Glyn, Mills & Co. I felt assured that the Inspector General would not commit himself in such a transaction. My indignation was roused by hearing honorable gentlemen attempt to palliate such a case, and draw a distinction between the private and public position of a Minister of the Crown in regard to it. The honorable gentleman went to England as the political and financial head of this country, for the purpose of negotiating a great public measure, and if he had availed himself of his position and sold the influence acquired by it, like an ordinary broker, he would have merited impeachment. I am, therefore, exceedingly happy to hear the honorable gentleman give a full and explicit contradiction to the whole charge.”

Mr. Langton held “ that it would be extremely improper for any person in the high position of the Inspector General—a position that gave him character and influence in the money market,—to become a broker for loans for Municipalities. The junior Member for Toronto said that there was no law or custom against his doing so, and appeared to palliate it; and the gallant knight from Hamilton, having some recollection of the good old times, seemed to think it would not be wrong. But he differed totally from those honorable gentleman. He was of opinion that it would be not only extremely incorrect, but that there could be no palliation. If the honorable Inspector General, when the subject was first mentioned by the Member for Toronto, or when the details of the subject were mentioned by that honorable gentleman, had stated that the transactions imputed to him had never occurred, he should have been satisfied; but instead of giving a direct denial, he had said that the House had no right to enquire into the matter, as it was a private affair of his own. When he heard that statement of the Inspector General, he could not be still, and by his silence give an apparent assent to it, for he felt that that was not a doctrine which should be propounded. He felt that the House had a perfect right to enquire whether such a transaction had occurred. He was not acquainted with the particulars of the subject, but he understood from the discussion, that some further legislation is necessary, in order to give the Debentures which the Inspector General is supposed to have negotiated a high standing in the market. If this should be the case, if legislation is to be had for this purpose, it is another reason why a Member of the Government should have had nothing to do with the transaction.”

Mr. Boulton offered to withdraw his motion if Mr. Hincks would give the House to understand that “ he did not negotiate the Loan for any reward or promise of reward.”

Mr. Hincks said “ he had omitted, when up before, to notice the statement first made by the Member for Toronto, with reference to the Bank of Upper Canada. The Corporation of Montreal desired to effect a Loan; and the branch of Upper Canada expressly desired to loan them the money. The Loan was effected, but he did not know what were the terms, for he knew nothing of the

“ details. Now, with regard to the Commission which he was said to have received on the transaction, he would state everything that occurred. When in London, he was spoken to by Mr. Baring on the subject of the Loan which his house had the power of negotiating in connection with the Bank of Montreal. Mr. Baring told him the various objections which he had to their Bonds under the existing law. He replied that he had no doubt it would be possible to pass an Act to remedy the evils he complained of, and to put the Bonds of the Corporation on the same footing as the Municipal Bonds of Upper Canada. He wrote to Mr. McGill, President of the Bank of Montreal, on the subject, and he afterwards received a letter from the Mayor of Montreal, in connection with it. He believed that there were some other communications with the Messrs. Baring, and the result was an offer to the Corporation of Montreal, of 95 for the Bonds. Mr. Baring told him the circumstances of the case, and he said that the offer would not be accepted. That was all he knew of the transactions in England. After coming out to Canada the subject was mentioned to him again. The Corporation were determined to sell at 98; and he said that he thought he knew parties who would negotiate at that price. He wrote to a party that he thought would be able to effect the negotiation; and he received letters on the subject, stating that the Loan could be raised in a certain way by terminable annuities; and he wrote to the Corporation of Montreal, informing them that it could be raised on those terms and at that price. A Bill was prepared and submitted to the Corporation of Montreal, to carry out the suggestions of Mr. Baring. After that time, the party to whom he had written submitted the matter to the Solicitor of the Corporation, and the result was that such amendments were suggested to the Bill, and a proposition was made of such a nature that he felt perfectly certain all possibility of effecting the negotiation was precluded. There the matter stands.”

Mr. Boulton,—“ There was no understanding or agreement that you (the Inspector General) should receive any commission?”

Mr. Hincks,—“ There was no understanding of that kind.”

Mr. Boulton thereupon withdrew his motion.

On the 27th October the matter was again brought before the House by a motion of Mr. Stuart, then Member for Quebec, for an address to the Governor General, praying him to prevent Members of the Executive Council from receiving commissions, &c., for effecting Loans. On that occasion Mr. Hincks made the following explicit statement:—“ He had stated the other evening all that had taken place relative to the Bank of Upper Canada, and had related everything connected with the Corporation of Montreal, from beginning to end. While in London the Messrs. Baring had applied to him for information, which he gave; and wherever his humble abilities would serve the Province he had endeavoured to do so. The meeting of Parliament took place later than was expected, and some Members of the Corporation of Montreal told him of the difficulties which this had produced. He at once asked them if they applied to the Banks, because he knew that the Bank of Upper Canada was anxious to have funds in London. He was requested to make the enquiry, which he did, but did not know what was done, and received nothing one way or the other. He did hear that the Corporation of Montreal had obtained a Loan from the Bank of Upper Canada, and from other institutions, but with reference to which no Government influence was exercised whatever. The motion he repeated could not be viewed in any other light than a censure.”

Mr. Stuart thereupon withdrew his motion.

Immediately after one or other of these two direct denials by Mr. Hincks, I was called out of the House of Assembly, and told that I must now demand the

enquiry I had promised. I said it was hard to believe that statements made so boldly by Mr. Hincks were false, and declined pursuing the matter farther. I was then assured that Mr. Boulton's statement was substantially true, and that it would be proved by Messrs. Wilson, Judah, Leeming, Atwater, Marchand and Sexton. I replied that even were the statement all true, most of these parties must have heard their information from Mr. Wilson or Mr. Judah, who were Mr. Hincks' friends; that Mr. Hincks was too sharp to commit himself in such a way that a Parliamentary Committee could reach the fact. I was then asked what would satisfy me? I replied, the statement of some person that he has tangible evidence of Mr. Hincks' complicity; that he can bring home the fact to Mr. Hincks. Well then, I was asked. Will this satisfy you, if two gentlemen inform you that they had the facts from the lips of Mr. Hincks, coupled with the remark by him, that "there would be a row about it if the thing got out?" Yes, I said, that will do, but who are the parties? I was told their names. I said they must put down in writing the facts which would be proved before the Committee; this was agreed to, and it was understood that they should not be called on as witnesses before the Committee unless the fact failed to be brought home to Mr. Hincks by other witnesses. I was accordingly handed a written memorandum, the original of which I now give in, and which ran as follows:

"1st.—Negotiation for Loan of £100,000 was in hands of Bank of Montreal, and proceeding favorably, when Mr. Hincks, then in London, was asked by the Agents of the Bank, who are also Agents of the Province, to secure information relative to the character of the security.

"2nd.—That Mr. Hincks advised a change in the Act incorporating the city, with the view of improving the security.

"3rd.—That the negotiation was taken out of the hands of the Bank of Montreal, and afterwards conducted by Mr. Hincks, who, it was understood, as was freely stated by his friends in Montreal, and by Members of the Corporation, was to receive, for compensation, 1 per cent. commission, the same rate the Bank of Montreal was to receive. That the Loan was negotiated at par, the Corporation realizing 98 per cent., and the 2 per cent. was to be divided between Mr. Hincks and the London Banking House.

"That pending the completion of the transaction, by delivery of the Bonds under the amendment of the Act of Incorporation, Mr. Hincks obtained for the Corporation from the Bank of Upper Canada an advance of £15,000 or £20,000."

The *Chairman* decided as before, that this motion was irregular.

Mr. *Dorion* appealed against his decision.

On which the Committee divided, and the Yeas and Nays being called for they were taken down as follows:

(Same as last division.)

Mr. *Brown* declined voting and was excused.

So it was carried in the affirmative; and the decision of the Chairman was confirmed. [Subsequently ordered to be inserted.—See p. 160.]

Mr. *Brown's* motion, which was laid on the table on Monday, the 9th instant, being put viz:—That letters be severally written to:

The Secretary of the Grand Trunk (Canada East),

The Secretary of the Quebec and Richmond,

The Secretary of the St. Lawrence and Atlantic,

The Secretary of the Grand Trunk,

The Secretary of the Grand Junction, and

The Secretary of the Toronto and Guelph Railway Companies,—requesting answers to the following questions :

*Ques. 1*—By the 2nd Clause of the Grand Trunk Amalgamation Act, cap. 39, 16 Vic., it is provided : “ That it shall be lawful for the Directors of any such Company as aforesaid to agree with the Directors of any other such Company or Companies, that the Companies they respectively represent shall be united as one Company,” and “ to fix the terms upon which such union or such purchase shall take place, &c.” Will you be good enough to furnish this Committee with a copy of the Minute made by your Directors in conformity with this provision of the Statute, preceding the Amalgamation of your road as part of the Grand Trunk Line ?

*Ques. 2*—By Clause 3 of the same Statute it is provided : That “ whenever any such agreement shall have been made as aforesaid, the Directors of each of the Companies which it is to affect, shall call a special general meeting of the Shareholders of the Company they represent, for the purpose of considering the said agreement, and of ratifying or disallowing the same.” Will you be good enough to furnish this Committee with all particulars in regard to the action taken upon this provision of the Statute by your Company, when it became amalgamated with the Grand Trunk Line. Please state when notice of such meeting was first published, who were present thereat, the date thereof, the decision come to ; and furnish a copy of the Minute made thereat in the books of the Company.

*Ques. 3*—When the agreement was finally concluded in London, by which your Company was incorporated as a portion of the Grand Trunk scheme, was your Company represented in London by any special Agent in the negotiations which led to the final Amalgamation ? If so, state by whom, the date when he was so specially authorized ; and please furnish copies of any Minute or Minutes made in the books of the Company on the subject, and of the instructions given to said Agent.

The Committee divided, and the Yeas and Nays being called for they were taken down as follows :

*Yeas :*  
Messrs. Brown,  
Dorion,—2.

*Nays :*  
Messrs. Crawford,  
Loranger,  
Robinson,  
Sol. Gen. Smith,  
Smith, (Northumberland,)—5.

So it passed in the negative.

Mr. *Brown's* motion which was laid on the table on Monday, the 9th instant ; being put viz :—That the Chairman be instructed to move in the House for an Address to the Governor General, praying for copy of the Order in Council by which Messrs. Baring and Glyn were appointed Government Directors of the Grand Trunk Railway Company ; also, any Order in Council by which the Honorable John Ross was, in the spring of 1853, instructed to proceed to England in connection with the Grand Trunk Railway scheme.

The Committee divided, and the Yeas and Nays being called for they were taken down as follows :

| <i>Yeas :</i>                | <i>Nays :</i>                                                                                  |
|------------------------------|------------------------------------------------------------------------------------------------|
| Messrs. Brown,<br>Dorion,—2. | Messrs. Crawford,<br>Loranger,<br>Robinson,<br>Sol. Gen. Smith,<br>Smith, (Northumberland);—5. |

So it passed in the negative.

Mr. *Brown's* motion which was laid on the table on Monday, the 9th instant : was read as follows :—

That the Chairman be instructed to move in the House for a return of the operations of the St. Lawrence and Atlantic Railway since its commencement, shewing the dates at which the several sections were opened :

1. The cost of constructing and equipping the road before its Amalgamation with the Grand Trunk, and also the cost since then ;
2. The date when the American section of the said road was leased, the length of that lease, and the annual sum payable under it ;
3. The gross earnings of the road half yearly since it was opened, and the cost of working it during the same periods, including office and all other expenses.
4. The amount per share, and in gross, of back interest paid to the Shareholders of the said road by the condition of its Amalgamation with the Grand Trunk, stating by whom said back interest was paid, by the Company or the contractors.

The question being put separately upon each part of the said motion, the Committee divided upon the *first* paragraph, and the Yeas and Nays being called for they were taken down as follows :

| <i>Yeas :</i>                                            | <i>Nays :</i>                                                      |
|----------------------------------------------------------|--------------------------------------------------------------------|
| Messrs. Brown,<br>Dorion,<br>Smith, (Northumberland),—3. | Messrs. Crawford,<br>Loranger,<br>Robinson,<br>Sol. Gen. Smith,—4. |

So it passed in the negative.

Upon the *second* paragraph the Committee divided, and the Yeas and Nays being called for they were taken down as follows :

| <i>Yeas :</i> | <i>Nays :</i>                                                                                             |
|---------------|-----------------------------------------------------------------------------------------------------------|
| Mr. Brown,—1  | Messrs. Crawford,<br>Dorion,<br>Loranger,<br>Robinson,<br>Sol. Gen. Smith,<br>Smith, (Northumberland),—6. |

So it passed in the negative.

Upon the *third* paragraph the Committee divided, and the Yeas and Nays being called for they were taken down as follows :

(Same as last division.)

Upon the *fourth* paragraph the Committee divided, and the Yeas and Nays being called for they were taken down as follows :

| <i>Yeas :</i>                                            | <i>Nays :</i>                                                      |
|----------------------------------------------------------|--------------------------------------------------------------------|
| Messrs. Brown,<br>Dorion,<br>Smith, (Northumberland,)—3. | Messrs. Crawford,<br>Loranger,<br>Robinson,<br>Sol. Gen. Smith,—4. |

So it passed in the negative.

Mr. *Brown's* motion which was laid on the table on Monday, the 9th instant, being put viz:—That the following questions be sent to the Receiver General :

*Ques. 1.*—Are Messrs. Baring, Brothers, & Co., the exclusive Agents of the Province of Canada in London? Who obtained for them this exclusive Agency, and what were the terms of the arrangements?

*Ques. 2.*—What is the gross amount of the Provincial Municipal Railway Consolidated Loan Fund, or other Debentures which have been negotiated by these firms since the date of their appointment, and in consequence of it?

*Ques. 3.*—What sums have these firms received as Commission on the sale or redemption of security, the payment of interest, and the investment of special fund money, since the date of their said appointment?

*Ques. 4.*—What balance stood to the debit or credit of the Province with these firms, on the 1st January, 1850, and on the 1st April, 1st July, 1st October, and 1st January of each year since that date?

The Committee divided, and the Yeas and Nays being called for they were taken down as follows :

| <i>Yeas :</i>                | <i>Nays :</i>                                                                                  |
|------------------------------|------------------------------------------------------------------------------------------------|
| Messrs. Brown,<br>Dorion,—2. | Messrs. Crawford,<br>Loranger,<br>Robinson,<br>Sol. Gen. Smith,<br>Smith, (Northumberland,)—5. |

So it passed in the negative.

Mr. *Brown* moved that James Cotton, Esq. of Toronto, be summoned to give evidence before the Committee upon the charge as to dealing in Toronto City Debentures, and that he bring with him all letters which he may have received from Mr. Hincks in reference to the negotiations by Mr. Hincks of Municipal Debentures.

The Committee divided, and the Yeas and Nays being called for they were taken down as follows :

| <i>Yeas :</i>                | <i>Nays :</i>                                                                                  |
|------------------------------|------------------------------------------------------------------------------------------------|
| Messrs. Brown,<br>Dorion,—2. | Messrs. Crawford,<br>Loranger,<br>Robinson,<br>Sol. Gen. Smith,<br>Smith, (Northumberland,)—5. |

So it passed in the negative.

On motion of Mr. *Brown*:

*Ordered*,—That the Chairman do telegraph to James Cotton, Esquire, Toronto, to send down any letters he may have received from Mr. Hincks, in reference to the negotiation of Debentures.

*Ordered*,—That the Clerk do summon G. W. Wicksteed, Esq., to attend before this Committee on to-morrow at 10 o'clock, A. M.

Adjourned until to-morrow at 10 o'clock, A. M.

Tuesday, 17th April, 1855.

COMMITTEE MET.

PRESENT:

MR. SMITH, (Northumberland,) Chairman,

MR. BROWN,

MR. CRAWFORD,

MR. DORION,

MR. LORANGER,

HON. MR. ROBINSON,

Mr. Solicitor General SMITH.

The Hon. Mr. *Hincks*, a Member of the late Administration, was in attendance.

*G. W. Wicksteed*, Esq., Law Clerk to the Legislative Assembly, Examined.

*Montreal Loan.*

526.—Mr. *Dorion*.]—WILL you examine the draft of a Bill produced before this Committee by Mr. Sexton, and state whether or not you had that Bill in your possession at or about the time a Bill was under the consideration of the House, in 1852, to amend the several Acts incorporating the City of Montreal?—I had that Bill in my hands in the Session of 1852.

527.—Was that Bill handed to you to prepare a Bill to amend the said Acts of Incorporation, and by whom?—It was given to me by Mr. Hincks, I believe. I think for the purpose of making any remarks that I might think necessary as to its being or not being well adapted for the purpose proposed. The pencil notes and clause V are in my hand-writing.

528.—Had you any communication with Mr. Hincks on the subject of these amendments before or while the Bill was under consideration?—We certainly had conversation about it.

529.—The *Chairman*.]—WHAT were those conversations; can you relate the substance of them?—I think the main object for which I was to look at the Bill was to see that the security to the lender would be good and easily enforced.

*Luther H. Holton*, Esq., a Member of the House, Examined :

*Portland Railway Stock.*

530.—Hon. Mr. *Hincks*.]—WILL you examine the copy of the Telegraph now submitted to you:

“ BY TELEGRAPH FROM LONDON, 16th April, 1853,  
“ VIA HALIFAX, 28.

“ Amalgamation completed ; prospectus published ; complete success ; shares  
“ at large premium.

A. T. GALT.”

and state whether you believe it to be a correct copy of a Telegraph communicated to you on or about 28th April, 1853?—I believe it to be an exact copy of a Telegraph which I received from Mr. Galt on or about that day.

531.—Can you state to the Committee the value of the St. Lawrence and Atlantic Railway Company Stock at the period when that Telegraph was received, and for some time previous, and also the value of such Stock at intervals from that period up to the time when it began to decline in value?—I can : on 30th April Stock was worth  $7\frac{1}{2}$  per cent. discount. During the month of April the Stock ranged at about 10 per cent. discount, on 2nd May it was worth  $2\frac{1}{2}$  per cent. discount 3rd May it rose to par ; from 10th to 20th May it ranged from 3 to 5 per cent. premium ; on 28th  $12\frac{1}{2}$  per cent. premium, on 1st June it had risen to 22 per cent. premium, which I think was the maximum price obtained ; on the 18th June it had declined to about 15 per cent. premium.

532.—Did you receive any letter from Mr. *Hincks*, asking you to procure some of this Stock for him in the Montreal market ; and if so, can you state the time when Mr. *Hincks* wrote you, the price at which you procured the Stock, and the time when the purchase was made ; state also if this is the Stock transferred by you to Mr. *Hincks* 30th May, 1853, being 84 shares, and the price £2100?—I received a letter from Mr. *Hincks* on the 28th May, requesting me to purchase some of the shares for him. I purchased the shares referred to in the question. The number I am not clear about, but they are the shares transferred by me to him. They were all purchased through a broker in Montreal, part at  $12\frac{1}{2}$  per cent. premium, and a part at  $15\frac{1}{2}$  per cent. premium.

533.—Did you purchase any of the St. Lawrence and Atlantic Stock yourself, at the receipt of the Telegraph or afterwards? Will you state your opinion of that Stock as a matter of speculation, and did you communicate that opinion to Mr. *Hincks*?—I purchased none of the Stock on receipt of the Telegraph nor afterwards. I did not consider it a desirable purchase, and conveyed that opinion to Mr. *Hincks*.

534.—Mr. *Brown*.]—WHAT was the date of the Telegraph sent by Mr. Galt from London, and how was it forwarded to Canada?—The date in London was 16th April, 1853. I am not certain whether it was telegraphed from London to Liverpool and thence by steamer, or whether sent by letter from London to Liverpool, thence by steamer to Halifax. My impression is that it was telegraphed from London to Liverpool. From Halifax it came by telegraph.

535.—On what day was that Telegraph delivered in Canada?—I received it on or about the 28th, I think on the 28th April.

536.—Did you give your evidence as to the value of St. Lawrence and Atlantic Railway Stock at different dates from your own knowledge, and how did you acquire that knowledge?—The information I received from a Montreal



broker to whom I applied for it when called to give evidence before the Committee of the Legislative Council. It entirely comports with my own knowledge of the transaction, but for precision I applied to him for the dates and figures.

537.—Who was that broker, and at whose request did you apply to him for information on the subject?—The broker's name is Mr. McDougall; I applied also to Mr. Taylor, another broker, from whom I obtained the same information. The statement I now have was given by Mr. McDougall. Mr. Hincks intimated to me that I would be examined with reference to the value of that Stock in the Montreal market; and I applied for the information, that I might speak with greater accuracy than I could by relying entirely upon my memory.

538.—When you said that St. Lawrence Stock sold at  $7\frac{1}{2}$  and  $2\frac{1}{2}$  per cent. below par in May, and that it afterwards rose to a premium, who was to receive the bonus of back interest secured by the Amalgamation, the buyer or the seller? —The buyer.

539.—The *Chairman*.]—WAS it known to the public previously to your making this purchase for Mr. Hincks that the Amalgamation had been effected? —Yes.

#### *Montreal Loan.*

540.—Mr. *Brown*.]—HAD you, in 1852, any conversation with Mr. Hincks as to his negotiation of a Loan of £100,000 for the City Corporation of Montreal? —I should rather not be called upon to speak of private conversations on that or any other subject which occurred at so remote a period.

Mr. Brown then requested the Chairman to instruct the witness that his statement was no answer to the question, and the Chairman having informed the witness thereof, and that no communication was of such a character that the Committee could not enforce an answer as to it, the witness still declined to answer; and the Chairman informed Mr. Brown that if he wished an answer he must make a motion, and obtain a decision of the Committee thereon.

Mr. *Brown* then moved that Mr. Holton be called upon to answer the question.

On which the Committee divided, and the Yeas and Nays being called for, were taken down as follows:

*Yeas :*

Messrs. Brown,  
Robinson,—2.

*Nays :*

Messrs. Crawford,  
Dorion,  
Sol. Gen. Smith,  
Smith, (Northumberland),—4.

So it passed in the negative.

541.—Did you understand, at any time, from Mr. Hincks, that he would make a profit of £1000 by negotiating the Loan of £100,000 for the City Corporation of Montreal?—The same objection applies to this question.

Mr. *Brown* then moved that Mr. Holton be called on to answer the question.

On which the Committee divided, and the Yeas and Nays being called for, they were taken down as follows:

(Same as last division.)

So it passed in the negative.

542.—Did you apply to me, as a Member of Parliament, in 1852, to bring the conduct of Mr. Hincks, in reference to the said negotiation, before the House of Assembly; and did you pledge yourself, if I obtained a Committee of Inquiry, to come before said Committee, and prove that you had such a conversation with Mr. Hincks?—As Mr. Brown has chosen to examine me as to conversations had between himself and myself, I now say that in the fall of 1852, it will probably be recollected by the Committee, the subject of the Montreal Loan was much discussed in Parliament and in the Press. Pending the discussions I was in the City of Quebec, and remember having had some private conversations with Mr. Brown in relation to it. In the course of these private conversations I mentioned to him what I had heard in relation to this matter; but I think Mr. Brown must recollect that I distinctly refused to make any conversations between Mr. Hincks and myself the basis of Parliamentary enquiry. I am not aware of ever having applied to Mr. Brown to bring the matter before Parliament. The question of bringing it before Parliament was not mooted, so far as I can remember, by myself. In fact, the matter had already been before Parliament on motion of Mr. Boulton, if I mistake not.

543.—Did you place in my hands a written memorandum of what would be proved by yourself and others, if I obtained said Committee?—I have no recollection of this.

544.—Witness is shown a written memorandum, as follows: (from Mr. Dorion's motion, containing Mr. Brown's written answer to No. 335.)

“ 1st. Negotiation for Loan of £100,000 was in hands of Bank of Montreal, and proceeding favourably, when Mr. Hincks, then in London, was asked by the Agents of the Bank, who are also Agents of the Province, to secure information relative to the character of the security.

“ 2nd. That Mr. Hincks advised a change in the Act of incorporating the city, with the view of improving the security.

“ 3rd. That the negotiation was taken out of the hands of the Bank of Montreal, and afterwards conducted by Mr. Hincks, who, it was understood, as was freely stated by his friends in Montreal, and by Members of the Corporation, was to receive, for compensation, 1 per cent commission, the same rate the Bank of Montreal was to receive. That the Loan was negotiated at par for the Corporation realizing 98 per cent. and the 2 per cent., was to be divided between Mr. Hincks and the London Banking House.

“ That pending the completion of the transaction by delivering of the Bonds, under the amendement of the Act of Incorporation, Mr. Hincks obtained for the Corporation from the Bank of Upper Canada an advance of £15,000 or £20,000,” and is asked if that document is in his hand-writing?—Yes. With reference to the conversation with Mr. Hincks, I now beg to say that I had a conversation with him in Montreal in the summer of 1852, when he was passing through that city, on his return from England, in the course of which he said something about the negotiation of the Montreal Loan, intimating (so far as my memory serves) that he would make a better negotiation for the city, and that he expected to make a profit by it himself. If he named an amount I have forgotten it; it may be £1000.

545.—Hon. Mr. *Hincks*.]—DID you ever learn from me that the negotiation through the Bank of Montreal was proceeding favorably, when I was asked for some information by the Agent of the Bank, when in London?—I have no recollection of being so informed by Mr. Hincks.

546.—Did you ever learn from me that I had in any way spoken against the character of the security?—No, I never heard from Mr. Hincks that he had spoken against the character of the security. There was a good deal of discussion about a change of the Law being necessary; I forget whether that subject was mentioned in conversation with Mr. Hincks or not.

547.—Was the memorandum which has been placed before the Committee intended as a concise statement of the charge against Mr. Hincks then in circulation, and so intended by you, or was it in fact the substance of any communication made to you by Mr. Hincks?—My impression is (as I have said I cannot remember all the circumstances under which that memorandum was got up) that it was intended to be a statement of the charges against Mr. Hincks then in circulation, and not the substance of any communication made by Mr. Hincks to me, except in so far the implication that Mr. Hincks would make a profit by the transaction was founded on his communication to me already referred to. The other points of the memorandum must have been obtained from other sources, for I remember that they were freely talked of, and my impression is that I must have drawn up the paper as a summary of the charges in circulation; and I may remark, with reference to this memorandum, the existence of which I had entirely forgotten, now that the circumstances are recalled to my recollection, I remember it was to Mr. Young, and not to Mr. Brown, I gave it; and it will be observed that it contains no reference to private conversations with Mr. Hincks.

548.—Did Mr. Hincks ever speak to you on the subject of your being called before the Committee to give evidence on this charge?—Never.

549.—Did Mr. Hincks either directly or indirectly attempt to prevent your disclosing the private conversation with him referred to at the commencement of your evidence?—No.

*A. J. Fergusson, Esq., a Member of the House, Examined.*

*Point Levi Purchase.*

550.—Mr. *Brown.*]—DID you purchase from Mr. Mills and others an interest in the Domain Farm of Lauzon at Point Levi, sold by Government to them in May, 1853?—Yes.

551.—Was it an undivided share of the said property, and what share?—Yes, an undivided *fourth*.

552.—What sum did you agree to pay for the said interest?—I was to give £1125, and £7 10s. yearly, a portion of the quit rent for the beach.

553.—What was the date of your purchase?—In the end of May or beginning of June, 1853.

554.—Solicitor General *Smith.*]—HAD you reason to believe or did you believe, at the time of your making the purchase, that the terminus of any railway was to be located upon any part of the said land?—Not at all, no such thing was ever presented to me; nor had any such thing been presented to me, could I have believed it probable. I knew a depot would be on that side of the river.

555.—Mr. *Brown.*]—DID you know that the railway was to pass through the property, and did you expect to receive remuneration for the right of way?—Yes, I believe that it is specified in the deed of the property, that any right of the Government against the Railway Company regarding the property would pass with the title.

556.—Have you made a claim for such remuneration, and how much do you claim?—The matter is in the hands of our Solicitors.

557.—Mr. *Hincks*.]—DO you recollect paying a visit to the Domain Farm at Point Levi before your purchase?—Yes.

558.—Had you been in treaty with Mr. Mills for the purchase before that visit, or did you accompany him as a friend to see his purchase?—I had not been in treaty, and I merely went as a friend to see his purchase.

559.—Did you not, after fully examining the property, express yourself much pleased with it, and was it not in consequence of this expression of your opinion, that Mr. Mills suggested that you should take an interest in it?—Yes, that is substantially as it occurred, he asked, I think, £1000 for a fifth, and ultimately we agreed for £1125 for a fourth.

560.—Did you consider that there was any attempt made to draw you into the purchase, or do you consider that you were in any way imposed upon?—Not at all.

Adjourned until Thursday next, at 10 o'clock, A. M.

Thursday, 19th April, 1855.

#### COMMITTEE MET.

##### PRESENT :

MR. SMITH, (Northumberland,) Chairman,  
 MR. BROWN,  
 MR. CRAWFORD,  
 MR. DORION,  
 MR. LORANGER,  
 HON. MR. ROBINSON,  
 MR. Solicitor General SMITH.

The Hon. Messrs. *Hincks* and *Ross*, Members of the late Administration, were in attendance.

*Ordered*,—That the Clerk do request the attendance of Messrs. Whitney and Langton, Members of the House, before the Committee, forthwith.

*Ordered*,—That the Clerk do summon the attendance of A. M. Ross, Esq., Engineer, Grand Trunk Railway, before the Committee, forthwith.

*Ordered*,—That the Clerk do summon the attendance of Wm. Spragge, Esq., before the Committee, forthwith.

*C. E. Anderson*, Esquire, again Examined.

561.—Mr. *Brown*.]—ARE Messrs. Baring, Brothers & Co., and Messrs. Glyn, Mills & Co., the sole Banking Agents of the Province in England?—No. The Bank of England also acts as Agent for the Province. The Bank of England acts as Agent for the Sydenham Loan of £1,500,000. Glyn and Barings act as sole "Agents for sale of all other Debentures, payment of interest and investments for special funds." There is another exception: The Paymaster General of the Civil Service has acted as Agent for the investment on account of the Clergy, amounting to £185,000 sterling.

562.—Is there a special agreement between the Province and these two firms, that they shall continue to hold such Agency, and that all new Loans shall pass through their hands?—There is an understanding to that effect.

563.—When and by whom was that understanding brought about on the part of Canada?—It was arranged between the Government by Order in Council during the time Mr. Hincks was in England in 1849, that these two firms, in undertaking the accounts of the Province, should have the sole Agency of the Province.

564.—Have all the Provincial, Railroad, and other Debentures, negotiated by the Government in England since 1849, passed through the hands of these two firms?—I believe every one.

565.—Have these firms been called on to make advances to the Province since that arrangement, or has the Province been always prepared since that date to meet its engagement from its own funds?—The Province has always, since the Loan of 1849, been able to meet its liabilities without their assistance.

566.—What commissions are paid these firms for their services?—One per cent. on sale of Debentures, and one per cent. on the interest which they pay.

567.—When a Loan is required, is a sale of the whole parcel made to Messrs. Barings and Glyn, or do they sell for the Province, and pay over the whole proceeds?—They sell for the Province, and pay over the proceeds, when for the benefit of the Province; but for the Railways they are disposed of by Glyn and Barings, with co-operation of the Agents of the Railway, and do not account to the Province.

*Edwin Atwater, Esquire, of Montreal, Examined.*

#### *Montreal Loan.*

568.—Mr. *Dorion.*]—IT appears by the minutes of the Finance Committee of the Corporation of Montreal, of the 5th April, 1852, that Mr. Judah appeared before the Committee, and gave some explanation on the subject of the Loan then in contemplation, to consolidate the debt of the Corporation. Will you state what was the nature of the communication?—As far as I can recollect, Mr. Judah stated that Mr. Hincks could negotiate the Loan for us on better terms than any other person. It was understood that Mr. Hincks' position was such that he could assist the Mayor very materially in the negotiations.

569.—Had you any interview with Mr. Hincks about this Loan; and if so, when and where did that interview take place; who were present, and what was the nature of the conversation that passed between you?—On one occasion, at the request of the Mayor, I called at his house, and there met Mr. Hincks, and had a conversation with him. I think it was after Mr. Hincks' return from England. It had reference to the Act authorizing the Corporation to borrow the money. I think Mr. Hincks suggested that it should be in the shape of terminable annuities. Something was said about the amount which would be required to sink the debt in 25 years. I approved of the plan proposed.

570.—Was Mr. Leeming present?—I cannot recollect.

571.—Was it ever understood between Mr. Hincks and the Finance Committee, that he would get the Bonds of the Corporation at ninety-eight pounds for every hundred, or at 2 per cent. discount, and negotiate them?—The understanding with the Finance Committee and Mr. Hincks, was that they should give the Bonds at 98, and that he had made an arrangement in England, that would net the city that price.

572.—Was there ever any understanding between Mr. Hincks and the Finance Committee, that until the necessary amendments to the Act of Incorporation of the city he would procure a temporary Loan, or make some advances to the city, in order to enable them to meet their most pressing engagements?—Mr. Hincks did undertake to procure a Loan to the extent of £20,000 or £25,000 until the Act was passed.

573.—Did he procure that Loan, or any part of it?—The Corporation, through his influence, procured £18,000. I think it was at the Bank of Upper Canada.

574.—Could the Corporation of Montreal at that time have secured that Loan at any of the banks of Montreal upon its own credit?—I am not certain as to that. I think it might at the Bank of Montreal, or at least some parties connected with that Bank afterwards said we might have had it there.

575.—Was the interview you had with Mr. Hincks at the Mayor's previous to the date of the letter of Mr. Demers, of the 19th July, 1852, produced before the Committee?—I think it was about that time.

576.—Hon. Mr. *Hincks*.]—YOU say that Mr. Judah made some statement before the Finance Committee; was not that subsequent to the receipt in Montreal of Messrs. Baring, Brothers, and Company's letter of 4th May, 1852?—I think it was after that letter was received.

577.—Is it not the case that before any communication had taken place with Mr. Hincks, the Corporation had tried to obtain this Loan required in other quarters, and had failed to get an offer that it could accept?—I do not recollect of any communications having been made with Mr. Hincks, or any one on his behalf, until after other parties had made offers which we could not accept.

578.—Did Mr. Hincks promise to obtain the money at 98, or did he say that he thought it could be obtained on those terms, and did he not say that it would be necessary to send a statement of the affairs of the Corporation to England?—I believe, as I said before, that it was perfectly understood that we were to get £98 net to the city, but in order to do that it would be necessary to send a statement to England, and to get a Bill passed to make the security more available; and Mr. Hincks undertook to get that Bill passed through the House.

579.—How did it happen that Mr. Hincks was not asked to take charge of the Bill, if he undertook to get it passed?—I cannot say that.

580.—Did you ever hear of any opposition to such Bill, or can you conceive any motive that should influence any one to oppose a Bill, the principal objects of which were simply to provide a Sinking Fund, to give more speedy recourse against the rate-payers to the public creditor?—I did not think any one would oppose the Bill. I thought it was merely to put the Law in such a shape as to satisfy those who would take the Loan.

581.—Did you mean to say that Mr. Hincks made any stipulation to obtain for the Corporation an advance on account of the Loan of £25,000, or any other sum?—I mean to say that our City Treasurer went to the Agency of the Bank of Upper Canada in Montreal, where it was understood that Mr. Hincks had made arrangements for the money to be loaned to the city, and was at first refused, and there were some telegraph communications from the Mayor or Treasurer and Mr. Hincks, and they afterwards obtained it.

582.—What is your authority for saying that Mr. Hincks undertook to procure a temporary Loan of £25,000 for the city?—My authority is; I was a Member of the Finance Committee, and it was understood by the Committee that such was the case.

583.—From what source do you derive your knowledge of the fact that it was so understood by the Finance Committee?—I think, if I recollect right, that the Mayor was the principal medium of communication between the Finance Committee and Mr. Hincks. The money was afterwards obtained through Mr. Hincks' influence. It was perfectly understood by the Finance Committee, and I think it was through the Mayor we got the information.

584.—Could not the Mayor then be more competent than yourself to state the facts of the case?—He certainly would.

585.—You say that the Loan was at first refused; is it not the fact that the Agent at Montreal had received no instruction from the Bank at Toronto, when the first application was made?—I cannot give the reason why it was refused; all I know are the facts I stated before.

586.—Had any application been made to the Bank of Upper Canada from the city direct, prior to the application through Mr. Hincks?—Not that I am aware of; they had, up to that time, made all their money transactions with the Bank of Montreal.

587.—Was not the Corporation in debt to the Bank of Montreal at that time to the amount of about £20,000?—I do not recollect the amount, but I do not think it was very large; the money was required to pay over-due Bonds.

588.—Are you certain that it was not about the amount stated in the last question?—I am not certain as to the amount.

589.—Mr. *Dorion*.]—DID Mr. Judah appear twice or only once before the Finance Committee within your knowledge?—I have seen no record of more than one visit by Mr. Judah. I cannot say from recollection. The communication which I have spoken of was made out at the time his presence is recorded in the minutes.

*H. H. Whitney*, Esq., a Member of the House, Examined.

590.—Hon. Mr. *Hincks*.]—WERE you a Member of the Finance Committee of the Corporation of Montreal in 1852?—I was, and am now.

591.—Do you recollect the circumstances connected with the negotiation of the Loan of £100,000, which was then sought for?—I do, perhaps not to the full extent of Mr. Leeming and some others. Our Committee was large; Mr. Leeming was Chairman, and he and the Mayor, and another Member, usually transacted the business and reported to the Committee.

592.—Did you ever understand that there was a stipulation between the Mayor or the Finance Committee, or any Member thereof, and Mr. Hincks, that he, Mr. Hincks, was to obtain a temporary Loan of £25,000 for the Corporation, as a condition of his getting the entire Loan?—I was not aware of any such understanding; we were not sure how we could get our Loan negotiated; the Montreal Bank was at that time in correspondence with their Agents in England, I think Baring & Brothers, in reference to the negotiation of the Loan. I understood that through the introduction of Mr. Hincks, we would get a temporary Loan from the Bank of Upper Canada; I never had any communication with Mr. Hincks personally in reference to it.

593.—Is it not the case that the negotiations had terminated with the Bank of Montreal before Mr. Hincks was spoken with, and before this temporary Loan was spoken of?—My impression is they were; the Montreal Bank had reported an offer of 95 from Baring & Brothers, and we were told we could do better, so, of course, we did not accept the 95.

594.—Had you not previously resolved not to sell under 98?—We had.

595.—*Mr. Dorion.*]—IT appears by the minutes of the Finance Committee, of the 5th April, 1852, that Mr. Judah went before the Committee, and made some communication with respect to the Loan then in contemplation; will you state what was the nature of that communication?—I am unable to state any particulars beyond Mr. Judah stated that the Loan could be obtained on more favourable terms than those offered by the Messrs. Baring.

596.—Did Mr. Judah then mention the name of Mr. Hincks, through whom the Loan could be made on more favourable terms, or did he mention that he had received any communication from Mr. Hincks on the subject of this Loan?—I am not aware that he mentioned the name of Mr. Hincks at that meeting; after the meeting was over it was hinted to me that the offer was probably coming from Mr. Hincks, but not by Mr. Judah.

597.—*Hon. Mr. Hincks.*]—DO you mean to say that Mr. Judah appeared before the Committee to negotiate the Loan?—I do not mean to say that he appeared before the Committee to negotiate the Loan, but to offer suggestions, or any advice which the Committee might require.

598.—Did you understand that Mr. Judah was prepared, either as principal or agent, to treat for the negotiation of a Loan with the Corporation?—Not definitely.

599.—*Mr. Dorion.*]—WHEN was the negotiation with Mr. Hincks broken off: was it before or after the discussion which took place in the Council on the subject in connection with the Montreal Fire Loan?—I am not able to say at what precise time the negotiation was broken off.

*John Langton*, Esquire, a Member of the House, Examined.

600.—*Mr. Brown.*]—WERE you a Member of Parliament in October, 1852, and do you remember a debate which then occurred on the subject of the alleged negotiation by Mr. Hincks of a Loan for the City of Montreal?—I was, and I recollect the debate.

601.—Was Mr. Hincks charged in that debate with having negotiated that Loan for a consideration; did he deny that this was the case, and was the motion on which the debate arose withdrawn in consequence of that denial?—My recollection of the debate is this, that Mr. Hincks asserted his right to receive commissions for negotiating such Loans, but he stated that he had not received and had no expectation of receiving any remuneration in that case. I believe the motion was withdrawn in consequence.

602.—Were there not two debates on the same subject, on two separate motions, and was not the result substantially the same in both cases?—The only other debate upon the same subject which I recollect, was on a subsequent evening, when Mr. Okill Stuart moved to the effect that it was improper for any Member of the Government to receive any remuneration for negotiating Loans; and I moved the previous question, because it having been distinctly understood in the previous debate, that nothing of the kind had occurred, I thought it would have implied a censure which we had no reason to believe had been deserved. I adopted that course in preference to voting against the motion, because the abstract proposition was, I considered good, but there was no occasion at that time to assert it.



*George Desbarats, Esquire, Examined.*

*Portland Railway Stock.*

603.—Hon. Mr. *Hincks.*]—DO you recollect purchasing 100 shares St. Lawrence and Atlantic Stock from Geo. Burns Symes, Esquire, of Quebec, in the year 1853?—I do.

604.—At what date did the purchase take place, and what price was paid for the 100 shares?—Towards the latter end of May, I forget the precise date, we gave him par for it, that is to say £25 per share, together with the interest accruing from the date of his paying up the instalments, I think about £25 per £100.

605.—Was your purchase on joint account with Mr. *Hincks*?—It was, I requested Mr. *Hincks* to join me in the speculation.

606.—Did you propose a few days afterwards to sell such Stock at an advance; and did Mr. *Hincks* agree to such sale?—A few days subsequently I found something might be made by the transaction. I telegraphed to Mr. *Hincks* from Montreal, and he answered saying that he was not ready to dispose of the Stock.

607.—Did you not afterwards complain to Mr. *Hincks*, that owing to his want of attention to your advice you had missed an opportunity of realizing on the Stock; and what was the result?—Subsequently about the time Stock had fallen to par, I called upon Mr. *Hincks*, told him we must either sell the Stock, or he should take it. He then assumed the whole amount at the original cost.

608.—Has there been any time since, when Mr. *Hincks* could have realized the amount paid by him for such Stock?—Not that I am aware of.

609.—Mr. *Brown.*]—DID you, in April or May, 1853, make any other purchase than that you have named, of St. Lawrence and Atlantic Railway Stock?—I did not.

*A. M. Ross, Esquire, Chief Engineer, Grand Trunk Railway, Examined.*

*Grand Trunk Railway Stock.*

610.—Sol. Gen. *Smith.*]—ARE you a Stockholder in the Grand Trunk Railway Company of Canada, and to what extent?—I am, to the extent of £1500.

611.—Your name appears in the book of the Company for 1008 shares; will you explain to this Committee how so much was assigned to you, and have you disposed of the same?—There was never any such assignment made to me as 1008 shares; I have not disposed of any of it. I retained my £1500 from the beginning.

612.—Can you explain to the Committee how that Stock appeared in your name?—I cannot.

613.—Were you made aware at any time by any person that £50,000 Stock in this Company had been allotted to you?—The first intimation I had of any thing of the kind I gathered from the public prints in this country, and the first time I came to Quebec afterwards to attend the Board Meetings, eight or nine months ago, I asked Mr. John Ross if he could explain how my name was down for such an amount, if it really was so, and he could not explain to me or account for it; and in conversation with him I brought to my own recollection conversations which took place in England before I left, and I then recollected that at several interviews in reference to Canadian interest, which took place, I knew from

conversations which I heard there, that it was intended to put apart a certain amount of shares for Canada, to meet any applications for them, but I had no idea that they were to allot me a large amount in trust for any such purpose. I did not understand how it was necessary to be done in that way.

614.—Have you in any manner adopted this Stock as your own, or have you refused so to do?—I have neither adopted it nor refused to do so; I originally applied for 100 shares, and 60 were allotted to me.

615.—Can you state if any money or calls have been paid upon that Stock, and by whom have such payments been made?—No. I don't know that there has, and I don't know by whom it could be paid?

616.—Do you know anything about a similar amount of Stock which stands in the name of the Hon. Francis Hincks?—Nothing more than what I have stated from the same source of information to which I have referred.

617.—Mr. *Brown.*]—ARE you Chief Engineer of the Grand Trunk Railway Company?—I am.

618.—Is it your duty to inspect the work done on the Grand Trunk Railway by the contractors, Messrs. Peto, Jackson & Co., and to receive it from them when completed on behalf of the Company?—It is.

619.—Did you come to Canada in 1852 in such capacity, or did you come on behalf of Messrs. Peto, Jackson & Co.?—I originally came to Canada on behalf of Peto, Jackson & Co.

620.—Had you at that time an intention of taking part in any contract Messrs. Peto, Jackson & Co., might undertake?—No, I had not, neither before nor since.

621.—Were you in England when the original allotment of Grand Trunk Stock was made?—No, I was not. I left before the allotment took place. I left on the 16th April.

622.—Did you make a written application for one hundred shares of Grand Trunk Stock?—I did.

623.—Was a written answer to your application sent you?—Yes, it was sent to my brother, who manages my affairs in England. It was not sent here.

624.—Are you quite certain that you never heard until eight or nine months ago, that £50,000 of additional Grand Trunk Stock had been allotted to you?—Quite certain.

625.—Was no written intimation sent you, that it had been allotted to you either in trust or in any other way?—No.

626.—Are you aware that £10,800 sterling was paid on account of that allotment to you, and that a receipt was granted for the money as if paid by you?—No; the first intimation is now received.

627.—Did not Mr. John Ross communicate that fact to you in your conversation held eight or nine months ago?—No.

628.—Have you just returned from England, and while there did you see and converse with Mr. Peto and his partners, or with Messrs. Baring, Glyn, and other English Directors of the Grand Trunk Railway?—Yes, with all of them.

629.—In the course of those conversations was no allusion made to this allotment of £50,000 of Stock, and to the £10,800 paid upon it?—None, not the slightest, not by any one or other.

630.—You have spoken of applications from Canada for Stock; to what applications did you refer? Who were the applicants?—Gentlemen in Canada, who might desire to take an interest in the project, and apply for shares, that they would have a reserve in hand to meet their application; no name was mentioned in these conversations.

631.—With whom did you hold these conversations in London?—I was present at various interviews which took place connected with the formation of the Company, and heard such conversations.

632.—Between whom were these conversations?—I cannot recollect, on one occasion Mr. Glyn and Mr. Chapman, and the Solicitors who were preparing the contracts. It was remarked that it would be well to make this reservation, and I coincided with this.

633.—Was not a large reservation of Stock made in the Prospectus, for distribution in Canada?—There was a large reservation.

634.—Was that reservation partly to be given in exchange for Stock of the amalgamated Companies, and partly for subscription?—I cannot answer that question.

635.—Did you ever hear any person in Canada complain of not having received Stock?—I did not

636.—Will you be good enough to look at the certified list of Grand Trunk Stockholders, and say how much Stock Messrs. Baring, Brothers, & Co., held at the dates of those lists in the Grand Trunk Company?

This question was objected to by Messrs. Hincks and Ross.

On the question, shall the question be put?

The Committee divided:

|                |                       |
|----------------|-----------------------|
| <i>Yeas:</i>   | <i>Nays:</i>          |
| Messrs. Brown, | Messrs. Crawford,     |
| Dorion—(2.)    | Loranger,             |
|                | Robinson,             |
|                | Sol. Gen. Smith,—(4.) |

So it was decided in the negative, and the question was withdrawn.

637.—You have stated that there was a large reservation of Stock for Canada; was that reserved Stock of the same value as the A and B series of Stock. Did it entitle the holder to Provincial Bonds?—I believe so, I really do not know; I know nothing to the contrary.

638.—Hon. Mr. Ross.]—WAS not the Stock reserved for Canada by the Prospectus specially stated to be reserved for Shareholders in the Quebec and Richmond, the St. Lawrence and Atlantic, and the Ontario, Simcoe and Huron, expected to be amalgamated, and not for general distribution?—These were the very words of the reservations.

639.—Hon. Mr. Hincks.]—WAS any of the A or of the B series of Stock reserved for Canada or for any other parties except the contractors and the A Shareholders?—I don't remember what species of Stock was reserved. I don't sufficiently understand the matter to be able to give evidence on this point.

*W. Spragge*, Esq., of the Crown Lands Department, Examined.

*Point Levi Purchase.*

640.—Hon. Mr. *Hincks*.]—ARE you Chief Clerk in the Upper Canada Branch of the Crown Lands Department?—I am.

641.—Are you aware whether Executive Councillors and other confidential servants of the Crown in Canada have from time to time, during many years past, obtained patents for Crown Lands under the same rules and regulations as the other subjects of Her Majesty?—I am aware that such has been the case. Many grants have passed to various persons in those positions.

642.—Mr. *Brown*.]—CAN you name any such instances?—I can : Mr. *Dunn*, Receiver General, was one person that obtained Land from the Government while he was Receiver General and Legislative Councillor, but not a Member of the Executive.

643.—In what year did that transaction occur?—I think about 1835.

644.—Has any similar transaction occurred since 1835?—Yes, Hon. Robert Baldwin was permitted to purchase a Water Lot in the City of Toronto. He set up a claim from having assumed possession. He set up a special claim to it.

645.—What year was that in?—Within a few months previous to Parliament being removed from Toronto to Quebec, in 1851.

646.—Had Mr. Baldwin then left the Executive?—It was about the time of his leaving the Executive. His application was dated 18th July, 1851; the Order in Council was dated 1st August, 1851, and his successor was gazetted on the 28th October, 1851.

647.—Is there any instance of a piece of public property being sold under special order of the Executive, under particular conditions of sale laid down by such order, and purchased by a Member of the Executive issuing such order?—I think the sale to Hon. Peter Robinson was in this way. It was in 1834, or thereabouts.

648.—Hon. Mr. *Hincks*.]—DID not Mr. Jameson, when Attorney General, purchase part of the Garrison Reserve?—He did.

649.—Hon. Mr. *Ross*.]—IS there any regulation or rule, that you are aware of, to prevent Members of the Government, or any particular class in the Community from purchasing Crown Lands at public competition?—There is no rule excluding any persons whatever, except the local Crown Land Agents, who are excluded by the Land Act from purchasing on the usual terms.

Adjourned until to-morrow, at 10 o'clock, A. M.

Friday, 20th April, 1855.

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman.  
 MR. BROWN,  
 MR. CRAWFORD,  
 MR. DORION,  
 MR. LORANGER,  
 HON. MR. ROBINSON,  
 MR. Solicitor General SMITH.

The Honorable Messrs. *Hincks* and *Ross*, Members of the late Administration were in attendance.

*Geo. Crawford*, Esquire, a Member of the Committee, put in the following extract from the Grand Trunk Railway Company's books :

Extracts from the minutes of the Meeting of the London Board of Directors held at No. 21, Old Broad Street, on Friday, the 13th October, 1854.

“PRESENT :

“THOMAS BARING, Esq. M. P.

“GEO. CARR GLYN, Esq. M. P.

“H. W. BLAKE, Esq.

“K. D. HODGSON, Esq.

“ROBT. MCCALMONT, Esq.

“THOMAS BARING, Esquire, M. P., in the Chair.

“The Secretary was instructed to call the attention of Mr. Peto to the position of the 2000 shares reserved at his instance for the Canada Board, upon which only the deposit has been paid by him, and to inquire what his intentions are with regard to them.”

Certified a true extract.

JOHN M. GRANT, *Asst. Secretary.*

Montreal, 7th April, 1855.

*Geo. Crawford*, Esquire, a Member of the Committee, Examined :

*Grand Trunk Railway Stock.*

652.—*Mr. Brown.*]—ARE you a Director of the Grand Trunk Railway Company?—I am.

653.—How did the minute you have put in reach you?—I applied to the Secretary in Montreal for it.

654.—How did the Secretary in Montreal obtain it?—From the minutes in his possession ; the minutes are sent from the English Directors.

655.—Was there any further action taken on the said minute by the English Board of Directors?—Not to my knowledge.

656.—*The Chairman.*]—WERE you ever present at a Meeting at which those minutes were read to the Directors in this country?—I was.

657.—If there had been any further action by the English Directors, would you have known of it?—If any minutes had come from the London Board I would have known of it.

*Mr. Sol. Gen. Smith*, moved:—To Resolve that there is no evidence before this Committee to connect Members of the late Administration with any charges arising out of the following matters, viz :

*Montreal Court House Debentures,*

*Victoria Bridge Lots,*

*Sault Ste. Marie Canal,*

*Hamilton Post Office,*

On which the Committee divided, and the yeas and nays being called for, were taken downas follows :

| <i>Yeas :</i>                                                                                  | <i>Nays .</i>                |
|------------------------------------------------------------------------------------------------|------------------------------|
| Messrs. Crawford,<br>Loranger,<br>Robinson,<br>Sol. Gen. Smith,<br>Smith, (Northumberland,)—5. | Messrs. Brown,<br>Dorion,—2. |

So it was carried in the affirmative and resolved accordingly.

It was agreed by the Committee, with the sanction of the Hon. Messrs. Ross and Hincks, that the statements given by Mr. Brown in answer to Questions 327, 325, 318, 332, 333, 334, and 335 be printed, and do follow Mr. Dorion's motions of Monday, the 16th instant, in each case, but be not received as evidence. (See pages 113, 121, 124, 126, 127, 129, 136.)

*Ordered*,—That the following persons be examined, viz: James Cotton, Esquire, Sir Allan N. McNab, Thomas G. Ridout, Esquire, Mr. R. Smiley, and the Hon. Peter McGill.

Adjourned until Monday next at 10 o'clock, A. M.

*Monday, 23rd April, 1855.*

#### COMMITTEE MET.

##### PRESENT :

MR. SMITH, (Northumberland,) Chairman,  
MR. BROWN,  
MR. CRAWFORD,  
MR. DORION,  
MR. LORANGER,  
HON. MR. ROBINSON,  
MR. SOL. GEN. SMITH.

The Hon. Mr. *Hincks*, a member of the late Administration, was in attendance.

Mr. *Hincks* informed the Committee that he was willing to give evidence upon any of the points involved in the investigation should the Committee desire to examine him.

Mr. *Brown* stated that he desired to examine Mr. *Hincks*, and would prepare his questions for to-morrow.

It was then put to the Committee whether Mr. *Hincks* should be cross-examined on any statement which he might make.

Which was decided in the negative.

On motion of Mr. *Dorion*, it was *ordered*, That if any new fact appeared by the evidence, any Member of the Committee would be at liberty to furnish evidence in contradiction thereto.

On motion of Mr. *Brown*, it was *ordered*, That Mr. *Hincks* be examined on to-morrow.

Mr. *Hincks* then stated that he should not put in his statement until after that examination was concluded, which was agreed to by the Committee.

Mr. *James Cotton*, Esq., of Toronto appeared, and not having in his possession the letter from Mr. *Hincks*, required by the Committee, he was requested to telegraph to his Clerk at Toronto, desiring him to send by telegraph verbatim the contents of that letter.

Mr. *Brown* informed the Committee that Mr. *Smiley*, of Hamilton, being ill he would abandon his intention of examining him.

The Honorable Sir *Allan N. MacNab*, Examined :

*Hamilton Post Office.*

658.—Mr. *Brown*.]—DID you in 1853, at your house in Hamilton, or at any other time or place, tell the Hon. James Morris that he had better be on his guard as to the selection of Mr. *Ford's* lot on James Street as a site for the new Hamilton Post Office, as his conduct was being watched?—I recollect Mr. Morris calling upon me at my house ; I was at the time in bed with the gout ; I cannot recollect the conversation that took place between us at that time.

Adjourned until ten o'clock, A. M., to-morrow.

Tuesday, 24th April, 1855.

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman,  
 MR. BROWN,  
 MR. CRAWFORD,  
 MR. DORION,  
 MR. LORANGER,  
 HON. MR. ROBINSON,  
 MR. SOL. GEN. SMITH.

The Hon. Mr. *Hincks*, a Member of the late Administration was in attendance.

Mr. *Brown* stated that he was of opinion it would not be proper to examine Mr. *Hincks*, except in further elucidation of any statement he may choose to make voluntarily to the Committee ; he therefore declined putting any questions to Mr. *Hincks*.

Mr. *Hincks* handed in the following statement :

To S. SMITH, Esq., M. P. P.,  
Chairman, &c.

QUEBEC, 21st April, 1855.

SIR,—Having been informed by the Committee appointed by the Legislative Assembly to enquire into charges against any Members of the late Administration, that they have concluded the examination of witnesses, and that they are prepared to consider any statements which I may desire to make, I now proceed to comment on the evidence taken before the Committee. I may notice the fact that although some transactions of mine, and also some of my late colleagues, of a private character, have been made the subject of repeated newspaper attacks, and that although charges of the grossest corruption and of speculation have been reiterated during the last two years by my political opponents with a view to destroy me in public estimation, there has not been an instance in which an accuser has come forward to complain of my conduct with respect to any of the transactions into which the Committee has inquired. The consequence has been that the Committee has been obliged to send for witnesses at the suggestion of my leading political opponents, the authors of the attacks, two of whom have been acting the part of prosecutors at the same time that they are sitting as judges. My personal friends have been sent for by these two gentlemen, and examined as to my private conversations, and means have been adopted to extort evidence which witnesses refused to give on the ground that to do so would be a violation of that confidence which is sacred to every man of honorable mind. My private affairs have been inquired into, and investigations have taken place into matters of a strictly private and personal character, and for which there is no precedent. And after all these inquiries I respectfully submit that not a single case has been established either of corruption or even of irregularity; that no new fact has been elicited of the least importance, and that the whole case of my accusers is simply this: that Members of the Executive Government have no right to engage in transactions perfectly legitimate in themselves, and which any other of Her Majesty's subjects might be concerned in without impropriety. I have stated that no accusers appeared before the Committee, I may add that no specific charges have been made against me or any of my late colleagues. The examination of witnesses, protracted during a period of many months, not having produced any result, Mr. Brown, a Member of the Committee, my leading political opponent, and the individual who, more than any one else, is responsible for the attacks which have been made upon me, has, within a few days, embodied, in the shape of answers to questions, his various accusations against me. Although the Committee ruled that Mr. Brown's answers could not be admitted in evidence, yet as they have been placed on the minutes of the Committee I propose to comment on them in connection with the various charges into which the Committee have investigated.

Charge No. 1.—This in substance is as follows: that 1008 shares of Grand Trunk Stock, of £25 each, carrying with them an equal amount of Bonds, or in all £50,400, were allotted to me; that £10,080, the required deposit, was paid by Sir S. M. Peto, Bart., and that this Stock was intended for my personal benefit, and was given me in compensation of services rendered to the contractors for the railway. When the allotment of 1008 shares was made to me, a similar number was allotted to A. M. Ross, Esquire, Chief Engineer of the Company, so that £100,800 of Stock is in the same position. It must, I think, be apparent to every one that no parties would be so much interested in sifting such an accusation as this, as the Shareholders of the Company, who are represented in the direction by gentlemen of the highest standing both in England and in this country. There is precisely the same ground for suspicion in the case of the Chief Engineer



as in my own. Mr. Brown professes to suspect that a gross fraud has been committed, but on whom? Clearly on the Grand Trunk Railway Company, by the connivance of the Chief Engineer and one of the Directors. Is there then, I ask, any accusation on the part of the Directors of the Company? Does a single individual among them share the suspicions of Mr. Brown? Is there in fact even a semblance of ground for suspicion? Assuming that the contractors had resolved on paying the Director and Engineer for services rendered them at the expense of the Company, is it at all probable that they would carry out such an intention by asking for an allotment of Stock in their name, without the certainty that the transaction must be known to the various officers of the Company? I assert that without evidence of any kind to explain the transaction, the suspicions entertained by Mr. Brown would be unjustifiable. But what is the evidence? Capt. Rhodes, a Member of the Legislative Assembly, and J. B. Forsyth, Esquire, a merchant of high standing in Quebec, state that they were both in London at the time, and urged strongly on Messrs. Beto and Co., that there should be an allotment of Stock for Canada. It is shewn by the evidence of Thomas Baring, Esquire, and Geo. C. Glyn, Esquire, Directors of the Company, that they understood that the Stock allotted to Mr. A. M. Ross and myself was intended for distribution. The evidence of Mr. A. M. Ross is to the same effect. Mr. Brown labours to shew that such reservation was unnecessary, and has put questions to witnesses to draw from them that Canadians had neither demanded Stock nor complained of not getting it. Mr. Forsyth's answer to one of these questions ought to be conclusive: he says, when asked if any Canadians felt aggrieved at not getting Stock: "no, but had the Stock been at a premium, I do not know any Canadian who would not have been so." There is evidence before the Committee to shew that a very few Canadian gentlemen who happened accidentally to be in London at the time of the allotment obtained 1032 shares, amounting to £51,600, and that with the exception of the 2016 shares placed for distribution in the name of Mr. A. M. Ross and myself, there was no mode whatever by which the applicants for the Charter, residing in Canada, could get a single share of the Stock offered to the public in London. I respectfully refer the Committee to the Act of Incorporation of the Grand Trunk Railway Company of Canada, 16 Vic. Cap. 37, to the Act of Incorporation of the Grand Junction Company, 16 Vic. Cap. 43, and also the Quebec and Trois-Pistoles, Cap. 38.

By these several Acts sundry individuals in Canada were incorporated for the construction of three lines of Railway which were afterwards amalgamated in the Grand Trunk Railway Company. I here give the names of the parties resident in Canada: Hon. Peter McGill, of the City of Montreal; Hon. Geo. Pemberton, of the City of Quebec; Thos. G. Ridout and John Geo. Bowes, of the City of Toronto, Esquires; William Price, of the City of Quebec, Esquire; John Shuter Smith, of the Town of Port Hope, Esquire; Henry LeMesurier, of the City of Quebec, Esquire; Andrew Jeffrey, of the Town of Cobourg, Esquire; James Bell Forsyth, of the City of Quebec, Esquire; William Hamilton Ponton, of the Town of Belleville, Esquire; Wm. Rhodes, of the City of Quebec, Esquire; David Roblin, of the City of Kingston, Esquire; William Matthie, of the Town of Brockville, Esquire; George Beswick, of the City of Quebec, Esquire; Chauncy H. Peck, of the Town of Prescott, Esquire; Thomas Ryan, of the City of Montreal, Esquire; John Counter, of the City of Kingston, Esquire; Roderick McDonald, of the Town of Cornwall, Esquire; G. E. Cartier, of the City of Montreal, Esquire; Henry Chapman, of the City of Montreal, Esquire; Alex. Tillock Galt, of the Town of Sherbrooke, Esquire; Luther Hamilton Holton, and David Lewis McPherson, of the City of Montreal, Esquires; the Hon. Narcisse Fortin, Belleau, the Hon. W. Walker, and Sir Henry John Cadwell, Bart., of the City of Quebec;

Jean Thomas Taschereau, François René Anger, and François Baby, of the City of Quebec, Esquires; Wm. Patton, of Saint Thomas, Esquire; Pierre Amable Dionne, of the City of Quebec, Esquire; Elisée Dionne, of Ste. Anne de la Pocatière, Esquire; Eugène Chinic, and Edward Ryan, of the City of Quebec, Esquires; Charles Hilaire Têtu, of Rivière Ouelle, in the District of Kamouraska, Esquire; W. H. Tilstone, Edward Burstall and John Burroughs, of the City of Quebec, Esquires; Wm. F. Meudell, of the City of Toronto, Esquire; Edmund Murney, Peter Roberston, Geo. Benjamin, Henry Bull and James Ross, of Belleville, Esquires; James Sanson, the elder, of Orillia, Esquire; Kenneth Cameron, of Thorah, Esquire; John Langton, Geo. Barker Hall and Thomas Short, of Peterboro', Esquires. I shall now give the names of the Canadian Directors of the three Companies above referred to, and which had been organized under their respective Acts of Incorporation, prior to the departure of the Hon. Mr. Ross for England, in November, 1852: Hon. Peter McGill, Hon. Geo. Pemberton; Henry LeMesurier, James Bell Forsyth, William Rhodes, Thomas G. Ridout, William Hamilton Ponton, William Matthie, John G. Bowes, Wm. F. Meudell, Edmund Murney, Geo. Benjamin, Henry Bull, James Ross, Peter Robertson, James Sanson, the elder, Kenneth Cameron, John Langton, George Barker Hall, Thomas Short, Esquires; Hon. Wm. Walker, Hon. Narcisse Fortunat Belleau; Sir Henry John Caldwell, Bart.; Edward Burstall, Esquire; Wm. H. Tilstone, Esquire; Wm. Patton, Esquire. The above were Directors on the part of the Shareholders, while the Government Directors were Hon. Francis Hincks, Hon. James Morris, Hon. Malcolm Cameron, Hon. John Ross; Geo. E. Cartier, Geo. Crawford, Thomas Ryan, A. T. Galt and Luther H. Holton, Esquires; Hon. E. P. Taché, Hon. R. E. Caron, Hon. L. T. Drummond, Hon. Jean Chabot; François Lemieux, C. F. Fournier, Joseph Charles Taché and Jean Charles Chapais, Esquires.

Now, without taking into consideration the claims of the large class of individuals who had petitioned for the several Charters, and who had obtained them from the Legislature, there are names enough in the list of Directors alone to justify a far greater reservation of shares than was actually made. Of the Directors named above, five only, exclusive of the Hon. Mr. Ross and Mr. Galt, were in London when the allotment took place, viz: Hon. Geo. Pemberton; J. B. Forsyth, Wm. Rhodes, Edward Burstall, Esquires; and W. H. Tilstone, Esquire; all connected with the City of Quebec. These five gentlemen obtained 552 shares, amounting to £27,600, and all of them, I believe, increased their interest by purchases chiefly at a premium. I am satisfied in my own mind, that had the Grand Trunk Stock continued at a premium, there would have been great discontent in every part of Canada if no reservation of Stock had been made; it is a fact within my own knowledge, that some of the Directors of the Company in Canada have had to acquire Stock by purchasing the St. Lawrence and Atlantic converted Stock, in order to qualify themselves as Directors. It seems almost superfluous to dwell on this point. The absolute necessity that existed for a reservation must be apparent to every one, even without the evidence that a special demand was made for it by Capt. Rhodes and Mr. Forsyth, two of the Canadian Directors. Sir S. M. Peto, acting with that liberality for which he is distinguished, secured this reservation by paying the required deposit, and has been rewarded by a charge of corruption, which has been treated with profound contempt by every one who is acquainted with his unblemished character.

Mr. Brown has endeavoured to shew that there was no necessity for any further reservation of Stock for Canada, inasmuch as there was a special reservation of £837,600 for Canada under the Prospectus. I submit an extract from the Prospectus shewing the mode by which it was proposed to raise the Capital of the Company:

## EXTRACT.

|                                                                                                                                                                                                                              |                   |                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------|
| The Capital is made up as follows :                                                                                                                                                                                          |                   | £9,500,000        |
| Amount already raised in shares, and spent in works of the St. Lawrence and Atlantic and Quebec and Richmond Railways.....                                                                                                   | £683,400          |                   |
| Amount already raised in Bonds.....                                                                                                                                                                                          | 733,000           |                   |
|                                                                                                                                                                                                                              | <u>£1,416,400</u> |                   |
| Reserved in Shares and Debentures for the Shareholders in the St. Lawrence and Atlantic and Quebec and Richmond Railways, on the Amalgamation, and for the Bondholders of the Ontario, Simcoe and Huron Railway Company..... | 837,600           | 2,254,000         |
|                                                                                                                                                                                                                              | <u>Leaving</u>    | <u>£7,246,000</u> |
| This amount will be created and apportioned as follows :                                                                                                                                                                     |                   |                   |
| Stock in 144,920 shares of £25 each.....                                                                                                                                                                                     |                   | 3,623,000         |
| Debentures of £100 each, payable in 25 years, bearing interest at 6 per cent. per annum, payable half yearly in London, and convertible into shares on or before 1st January, 1863, at option of holder.....                 |                   | 1,811,500         |
| And Debentures convertible into Bonds of the Provincial Government, of £100 each, payable in 20 years, bearing interest at 6 per cent. per annum, payable half yearly, in Bonds.....                                         |                   | 1,811,500         |
|                                                                                                                                                                                                                              |                   | <u>£7,246,000</u> |

It will be seen that the £837,600 referred to by Mr. Brown was a special reservation for parties residing chiefly in England, and that the Directors of the Grand Trunk Company, of the Quebec and Trois-Pistoles, and of the Grand Junction Company would have no claim whatever to that reservation. But moreover the shares in question did not entitle the holders to Provincial Bonds, and they were not therefore so valuable as the A series of Stock. I repeat, therefore, that the 2016 shares reserved in the name of Mr. A. M. Ross and myself for distribution in Canada afforded the only means of supplying the entire Canadian public with that description of the Stock which was eagerly sought for by every Canadian who happened to be in London at the time. Mr. Brown has entered at great length into the history of the Grand Trunk Railway during several years, his object being to show that I used my official influence to promote a measure injurious to the public interest, with a view to favour the English contractors for the Grand Trunk Railroad. Whilst I am very far from desiring to shrink from the responsibility of having promoted the present scheme I protest against Mr. Brown's line of argument as most unjust. Whatever may have been my views on the subject of the Railway they were from time to time submitted to my colleagues in the Government, weighed by them most deliberately, concurred in, and afterwards sanctioned by the Governor General. They were then embodied in Bills, which were fully discussed in Parliament, and after a strenuous opposition from Mr. Brown himself, passed into laws. As a politician, I am open to censure if the measures which I supported were bad.

but it is most unjust to endeavour to insinuate a charge of corruption against me because I honestly differed with Mr. Brown as to the best mode of constructing the railway. After much experience I am more firmly convinced at this moment than I ever was, that the mode adopted in 1852, to secure the construction of the railway, was by far the most advantageous to the Province. The scheme of constructing that work on Provincial account by means of an Imperial Loan, which I admit I once favoured, and which Mr. Brown has since advocated, would have involved the Province in the most serious difficulty. It must never be forgotten that the Imperial aid was proposed on the distinct understanding that a railway 636 miles in length, between Halifax and Quebec, was to be built by the Province. Had this scheme been carried out, instead of having the surplus which was expected to enable Canada to build her own line, there is now every reason to believe that the Imperial Loan would have been insufficient to build the Halifax and Quebec line alone. I can discover no object in Mr. Brown's quoting extracts from my speeches in 1851, to prove that I thought the railway could be constructed at £5000 cy. per mile. I have admitted that I was led to form erroneous opinions. I have never professed to have any personal knowledge as to the cost of constructing railways, and I can only be guided from time to time by the information which I receive. Mr. Brown most disingenuously endeavours on all occasions to fasten responsibility on me. He says Mr. Hincks "started for the Lower Provinces," concealing the fact that I was accompanied by Col. Taché and Mr. Young, and that the latter gentleman was the strong advocate of the line through the valley of the St. John, then adopted. I shall not revive a discussion as to my breaking off the then pending negotiations with Her Majesty's Government. My conduct on that occasion was approved by my colleagues, and sustained by Parliament. Mr. Brown, however, attempts to fasten some kind of charge on me for having, before the conclusion of the negotiations, written out for authority to agree to pay the preliminary expenses of a survey of the line to Messrs. Peto & Co. It is quite true that I did write the letter from which the extract is given before the termination of the negotiations with the Imperial Government, but I am unable to discover what unfavorable bearing the employment of Messrs. Peto & Co., to make the survey, could have had on the Imperial Government had the fact been known, as it very probably was. I was led to believe that the employment of English contractors was very likely to be insisted on by the Imperial Government, and most assuredly it would not have been objected to. Mr. Brown has revived an old controversy which can have no possible bearing on the present question with reference to an alleged agreement made between Mr. Jackson and myself in London, for the construction of the Grand Trunk line. I continue to maintain that there was no agreement whatever for the construction of the line. There was a basis laid down for raising the required ways and means for constructing the line in case a tender for the construction, which could only be made after a survey, should be approved of. There was nothing binding on the Government and still less on the Legislature. Mr. Brown has thought proper to revive the controversy between certain parties in Canada, and the promoters of the Grand Trunk Charter. I have no doubt the Committee will excuse me for not accepting the challenge thrown out for a fresh discussion of this difficulty, but I must notice the persevering disingenuousness of Mr. Brown, who charges me with making a bargain with Messrs. Jackson & Co., by which they were to receive £10,000 currency per mile for building and equipping the road. I personally made no bargain of any kind. The first contract was entered into after the organization of the Company, with the approval of the Directors, and was signed by the President; but for this, as well as every other act, Mr. Brown holds me individually respon-

sible. While ready and willing to defend every act of the Directors, I must point out the unfairness, when the object is to insinuate a charge of corruption of conveying the impression that it was in my power to regulate contracts. In every transaction that has taken place with reference to the Grand Trunk Railway, I have been acting in concert with one or more gentlemen of high honour and character. When in England, in 1852, and during the whole course of my negotiation with Messrs. Jackson & Co., I was in constant communication with the Hon. Mr. Chandler, of New Brunswick, a gentleman of the most unblemished reputation. Mr. Chandler effected arrangements with the same firm, for the construction of Railways in New Brunswick. His arrangements were most assuredly not more advantageous than mine, and yet he has never been subjected to any vile insinuations that he had sold the interests of his country to English contractors. How differently have I been treated? I found a strong prevailing public sentiment in favor of railway communication. I found that for years an undertaking admitted to be of vast importance had languished from want of funds to complete it. I found the people in a state of despondency, and I endeavoured as a minister to devise measures by which the introduction of English capital could be secured. My reward will be found in Mr. Brown's statement, which has been echoed by that class of journalists that he found in every country which is ready to destroy the character of every public servant. With these remarks I leave this charge in the hands of the Committee, declaring positively that I never received any promise of reward of any kind from Messrs. Jackson & Co., that I never applied for any stock for myself or any one else, that I never heard that my name was in the allotment book until the charge was publicly made, when I wrote to the Vice-President at Montreal to enquire into its meaning; that in fact I know nothing about the matter beyond what I have heard, viz: that the entire 2016 shares allotted to Mr. A. M. Ross and myself were originally intended for distribution in Canada, but owing to the stock falling almost immediately to a discount, it was deemed unnecessary to take any action in the matter, as any parties wishing to obtain it could do so on more favorable terms in the market.

The 2nd charge is in substance, that having obtained early information by telegraph, of the Amalgamation of the various Companies now forming the Grand Trunk Company, and of the successful issue of the Stock in London, I used such information for the purposes of speculation, and bought St. Lawrence and Atlantic Stock at a considerable discount. On this charge I may observe that if I had obtained such an unfair advantage over any individual, it is most likely that some complaint would be made. No one, however, pretends that a single complaint has been made by any interested party. Mr. Brown in this case is the accuser, and the nature of his statements were such that they were rejected as evidence being entirely irrelevant. Referring, however, to these statements, I find Mr. Brown going into a history of the Amalgamation of the various Companies in London with which I had nothing whatever to do. With his usual disingenuousness Mr. Brown fastens upon me the responsibility of the Bill allowing the various Railroad Companies to amalgamate, and says that it was carried through Parliament hastily by my influence. It is well known to every one conversant with the history of these transactions, and to none better than to Mr. Brown himself, that pending the controversy between the promoters of the Grand Trunk Charter and Messrs. Galt, Holton and others, supported by Mr. Brown, a compromise was proposed to me, the basis of which was that this Amalgamation Bill was to be passed, and that the Montreal and Kingston Charter was to be repealed. It is therefore most unfair to represent this measure as one sought for by me. I had nothing to do with the terms of the Amalgamation; never having even heard of them until long after they had been agreed to. It is not my business to defend

them, but I cannot forbear pointing out the unfairness of examining Capt. Rhodes, M. P. P., on this point. That gentleman was a shareholder in the Quebec and Richmond, and interested in getting the best terms possible for his own line. Mr. Brown should in candour admit that these terms of Amalgamation were fully discussed by parties with opposing interests, and that the fair inference to be drawn is that on the whole they were tolerably equitable. Mr. Galt was of course endeavoring to obtain the best possible terms for the Company which he represented. He would have amalgamated with the Grand Trunk alone, that is the line from Toronto to Montreal, on a very different basis, but he objected to the Quebec and Richmond and Trois-Pistoles, and did so with success. The principle of paying interest on capital until the opening of the line having been admitted in all other cases, Mr. Galt contended that his Company were equally entitled to it with the others. With all these negotiations, however, I had nothing whatever to do. I leave this branch of Mr. Brown's statement, it being wholly irrelevant to the charge. To that I shall now address myself. It is of course very disagreeable to find myself in the position of contradicting Mr. Brown's statements as to the substance of a private conversation which occurred in 1853. Where we differ I must leave others to judge which statement is most probable. It will be found by the evidence of Mr. Galt and Mr. Holton, that on the completion of the Amalgamation, and the issuing of the Prospectus, Mr. Galt, then in London, announced by means of a telegraphic communication what had taken place. The message itself has been verified at the telegraphic office, and is as follows :

“ By Telegraph from London, 16th April, 1853, *via* Halifax, 28th.

To Hon. F. Hincks.

Amalgamation completed—Prospectus published—Complete success—Shares at large premium.

A. T. GALT.”

It is alleged by Mr. Brown, that one afternoon, just as the House of Assembly met, I came to his desk in the Assembly, and handed him this telegraphic message from Mr. Galt. Mr. Brown, I may here observe, in stating the contents of the message in his written answer, had made some statement which he afterwards found was incorrect. I think it must have been an assertion that the Stock was selling at a certain premium. I regret to have to call the attention of the Committee to the fact that a document in possession of the Clerk has been mutilated, several words having been cut out of the paper with a knife or other sharp instrument, and other words interlined. Mr. Brown must have doubted the soundness of his own memory when he made this change. I do not pretend to recollect what passed on the occasion beyond this, that I communicated the telegraph at once to Mr. Brown, who had been the leading opponent of the Grand Trunk Railway Company, in order to convince him that under our measure it was likely to be successfully carried out. I do not recollect any conversation in relation to speculation in Stock, but I am quite certain that Mr. Brown is very inaccurate in his statements. It is impossible that I could have spoken of Portland Stock as being worth only 65 or 35 discount. Mr. Holton's evidence shows that it was only 10 discount, and I have a distinct recollection myself, that I knew its value. Mr. Brown says that he saw at once the meaning I intended to convey to him, but he does not inform the Committee what it was. It is to be inferred that I wished him to enter into some speculation in this Stock on the strength of the information which I had just then communicated to him. He then adds; that “he heard shortly after that Mr. Hincks and several of his friends, on joint as well as individual account, had purchased Portland Stock to a large extent, on

the strength of the information to which I have referred." The answer to this charge is very simple. Mr. Galt's telegraph was freely communicated to the Members of the House immediately on its receipt. It is not a very usual thing for a person receiving telegraphic information with a view to speculate, to communicate it at once to an Editor of a newspaper, in the most open manner. There was no secrecy preserved. The Stock rose, after the receipt of the various telegraphs, from 10 per cent. discount to about 25 per cent. premium. I bought at different times 184 shares, and the lowest price paid by me was 22½ per cent. more than the value of the Stock at the time of the receipt of the telegraph. I allowed about three weeks to elapse, during which the Stock was advancing almost daily, before I purchased. The truth is I was not thinking much about the Stock, being occupied with public business. I was asked one day in the street by Mr. Desbarats to join him in buying 100 shares from Mr. Symes, a gentleman who had been in London at the very time of the Amalgamation, and who knew far more than I did about the Stock. Mr. Symes is not now in Québec, but he gave evidence before the Committee of the Legislative Council to the effect that he knew what he was doing, and was quite satisfied. Mr. Desbarats has explained the circumstances under which I took off his hands one half of the Stock purchased on joint account. I had previously bought 84 shares through Mr. Holton, who was then in Montreal, and who kindly employed a broker to procure them at the market value. I had never sold a share of this Stock during the period that I was in the Government. The transfer was caused by my having hypothecated some Stock, to enable me to borrow the sum necessary to purchase Mr. Desbarats' interest in the 100 shares bought from Mr. Symes. The official records prove the falsehood of this charge. I bought no Stock until long after the news which I am charged with forestalling was in possession of the entire public. I never had any information on the subject of the bonus, or with regard to this Stock, but what was in possession of the entire public. While entering fully into the particulars of these transactions, which I do voluntarily, in order to convince the public of the utter falsehood of the allegations made, I must protest at the same time against the right of the Assembly to inquire into my private affairs. I have a right to buy and sell Railway Stock as I please. As a Member of the Government I never had any information whatever on the subject, neither was any Government influence employed in the matter. And I think the tendency of such enquiries as have been made is to establish a most dangerous precedent, which I, at all events, must protest against. I forbear all comments on Mr. Morris' testimony. He admits that he knew nothing about the matter, but that he was communicating with one of my most malignant enemies, and discussing my conduct with him on the hypothesis that I had done what I really never did do, and this, while he was my colleague, and without making any enquiry from me as to the correctness of the charges which my enemies were circulating.

The next charge, No. 3, the Committee has already declared to be without any foundation.

Charge No. 4 has also been disposed of by the Committee, and requires no notice at my hands.

The next charge is in substance that I, in conjunction with the Hon. James Morris, then a Member of the Government, and with the Hon. Samuel Mills and W. Matthie, Esq., purchased a farm at Point Levi, the property of the Crown. It was alleged that we had given a sum of money to stop the bidding at auction, but this allegation was utterly false, and no evidence was adduced to sustain it. Again, it was said that there would be a railway junction on the property: this was also utterly false, but it appears from the evidence of F. Fortier, Esq., of the Crown Land Department, that he had formed an opinion that there would be such

a junction, and that he had mentioned his suspicions openly, and had thereby induced persons to bid higher than they would otherwise have done. The property was sold by public auction after a very spirited competition; it was sold at a price very considerably higher than Mr. Fortier's valuation, and it appears in evidence, that I refused peremptorily to entertain a proposition to have it disposed of at private sale. Not a single fact has been brought before the Committee to sustain any charge beyond this, that Members of the Executive Council have no right to purchase Government lands. Mr. Spragge's evidence shews that Executive Councillors have never in times past felt themselves restrained from purchasing public lands. Mr. Perley's evidence shews that in New Brunswick there is no such restriction. Col. White, of Michigan, states that in the United States there is no restriction, and my belief is that there is none in England. I considered that I had a perfect right to acquire land when no influence of any kind was brought to bear in my favour. I may observe with reference to the alleged value of this property, that it is hardly possible to find two persons to agree as to the value of unproductive property. Many persons, like Mr. Ferres, M. P. P., who was himself a bidder at the limit of £1000, think the property very dear at £1800, whereas others, like Mr. Ferguson, M. P. P., who was glad to take an interest in the purchase at a premium on the auction price, value it highly. That the purchasers did not at the time consider it a great bargain is evident from the fact that Mr. Mills agreed with Mr. Morris and myself not to bid over £1500, and that after his leaving for Upper Canada, in fact on the very day of sale, we took the responsibility of advancing the limits to £2000. The property was actually knocked down at £1800. I think the Committee must admit that no charge of corruption is established with respect to this transaction.

In next charge, No. 6, which has reference to the site of a Post Office in the City of Hamilton, has been declared by the Committee to be without foundation, but as Mr. Brown has put in a statement on the subject, I may be permitted a few remarks. The evidence goes to show simply that the Hon. Mr. Mills was anxious to have the new Post Office in Hamilton placed in a different situation from that finally adopted. He stated his opinion as he had a perfect right to do, but did not succeed in his object. As my name has been introduced by Mr. Brown I will merely remark that I cannot possibly recollect private conversation held so long ago, but I never had any conversation with Mr. Morris on the subject, nor did I ever hear, from any authentic source, that there was any intention of changing the Post Office site. I have a vague recollection of conversing with some one who told me that the site was to be moved to the vicinity of Mr. Morris' lots, but I am convinced that the statement had no better foundation than other idle rumour.

The next charge has been dismissed by the Committee, but I cannot pass over the long statement of Mr. Brown without affirming that the situation of a Minister of the Crown would become intolerable if his Parliamentary conduct is to subject him to such accusations. I took that course with regard to the Bills for incorporating Companies to construct the Sault Ste. Marie Canal, which I thought for the interest of the public, and I succeeded in convincing the House that they should be rejected. Mr. Mackenzie, who has been as industrious as Mr. Brown in circulating attacks on me, declares in his evidence, that on this question my conduct was "perfectly blameless," and he "heartily supported my efforts." Mr. Brown, taking another view of the question, can discover no motive but a corrupt one for my course. The answers of Governor Fairbanks and Mr. Corning must, however, have more weight than the vague and unsupported accusations of disappointed speculators. In connection with this subject, I must call attention to the recklessness of Mr. Brown's statement. With a view of



supporting his charge, that I was influenced by improper motives in postponing the Sault Ste. Marie Canal, he insinuates that I had an object in pushing forward the Ottawa Canal, "Mr. Hincks having then acquired the property which he now holds in the vicinity of the Ottawa River above the canal." By a reference to the written answer it will be seen that as it originally stood it was "I have no personal knowledge of the time when Mr. Hincks acquired the property, and which he now holds in the vicinity of the Ottawa Canal." The pen is drawn across the words "I have no personal knowledge," and the positive assertion is made in Mr. Brown's own handwriting. Now, it is impossible that Mr. Brown could have any personal knowledge on the subject. The truth is that when the appropriation was made for the Ottawa, I think in June, 1853, I had never even heard of the property which I now own in the County of Renfrew. I first heard of that property in the course of the ensuing summer, when on a visit to the Ottawa, in company with Mr. Attorney General Drummond, Mr. Egan, M. P. P., and others. I have submitted my title deed to the Committee of the Legislative Council, and am prepared to produce it to this Committee. The correctness of my present statement is known to a number of persons connected with the Ottawa. How Mr. Brown can think himself justified in making these broad assertions about matters of which he has no knowledge, is beyond my comprehension.

The 8th charge is that of speculating in City of Toronto Debentures, and Mr. Brown has given the Committee at great length his views regarding that transaction. The Committee are in possession of the evidence taken on oath by the Court of Chancery, including my own testimony, and I need not trouble them with a repetition of it. I must, however, protest against Mr. Brown invoking the decision of the Court of Chancery against me. The point raised before that Court was simply whether Mr. Bowes, being Mayor of Toronto at the time, was or was not in the position of a Trustee for the Corporation, and the judgment of the Court under which the Corporation became entitled to share in the profits of the transaction is the best proof that can be given that there was nothing improper in it. I cannot forbear noticing the very extraordinary and anomalous position in which the City of Toronto is now placed in regard to this transaction. It must be admitted on all hands that it deliberately parted with all interest in the £50,000 of Bonds, which fell into the hands of the contractors from whom they were purchased by Mr. Bowes and myself. They had other £50,000 of Bonds for their own purposes. Now these Bonds were only worth in London about 96 per cent., or £48,000. At that price I had to sell them, and of course I would have got more if I had been able to do so. The city then has not only obtained par on £50,000 for Bonds which actually sold for £48,000, but has besides obtained one half the profit on the purchase made from the contractors. It would seem to be but reasonable that having shared the profit on one transaction they should share the loss on the other, which moreover was effected chiefly for their benefit, and to enable them to raise a loan which they had for a long time vainly endeavored to do. In conclusion I may say, with respect to this charge, that I engaged in the purchase from private individuals of Municipal Bonds of the City of Toronto, running the risk of loss. As it turned out, Canadian securities of all kinds advanced in price, and I realized a profit, which I conceive I had a perfect right to do. As regards the City of Toronto there is the concurrent testimony of the Chamberlain, the Cashier of the Bank of Upper Canada, and others, that the arrangement was most advantageous for them. As regards the contractors, no complaint, to my knowledge, was ever made by them, and the evidence shows that this full current market value was paid at the time for their Bonds. As to Parliamentary influence, there was no occasion to employ any, as there was no opposition whatever to the Bill, and no reason can be given by any one why

there should have been. I am convinced that the transaction would not have excited a remark except in commendation of the advantageous arrangement for the city, only that it was hoped that I might be injured politically by the attack.

The 9th and last charge has relation to the Montreal City Loan, raised in 1852-53.

There is something, to say the least, singular in the course taken by the authors of this charge, which was not one of those which the Committee in the first instance deemed it necessary to investigate. On the 28th March, after I had been furnished with a list of the charges to be investigated, this new subject was taken up. It had been brought before Parliament during the Session of 1852 by Mr. W. H. Boulton, the Member for the City of Toronto, and I made a full explanation of the matter. Mr. Brown has in his statement on this charge given the newspaper report of my speech, which is fully as correct as such reports usually are. The matter dropped. It now appears that at this very time Mr. Brown was in communication with certain gentlemen on the subject, who having been my personal friends were at the moment in a position of antagonism to me. One of these was Mr. Young, M. P. P., who had just left the Government, and the other was Mr. Holton, M. P. P., who had been for many years on terms of intimacy with me, but who was at that period prosecuting a railway measure to which I was strongly opposed. I may observe that after the termination of the railway dispute there was a reconciliation between Mr. Holton and myself. It appears then from Mr. Brown's statement, that in 1852 he (Mr. Brown) had communications directly or indirectly (for his statement is very vague) with Mr. Holton, and got from him a memorandum of a charge which was to be substantiated by witnesses named, viz: Messrs. Wilson, Judah, Leeming, Atwater, Marchand and Sexton. And in case of failure to prove it from these witnesses, Mr. Holton was to prove it by relating my confidential conversations. Such is Mr. Brown's allegation. The witnesses have now been examined before the Committee, with the exception of Mr. Marchand who knows nothing personally about the matter. Mr. Holton's memorandum has been produced, and means adopted to extort from him the substance of confidential communications, which he strongly objected on principle to disclose. It turns out that Mr. Holton never professed to be able to prove the charge as furnished to Mr. Brown, and which he gave as the current rumour, and that in fact he knows nothing beyond what I have stated myself. It must, I think, cause a little surprise that Mr. Brown should have kept this important charge in the back ground until the 28th March last, that he did not ask for his Committee, and state definitely what he could substantiate. The plot intended for my destruction was apparently ripe in 1852, and few will be charitable enough to suppose that Mr. Brown deferred bringing it forward until now from any regard to me. It has indeed been tolerably apparent of late that Mr. Brown is not a little anxious to throw the responsibility of these charges on Mr. Young, Mr. Holton, or in fact on any one but himself. The charge has now been fully investigated, and my statement of the case has been substantiated. It was alleged that I had endeavored to supplant the Bank of Montreal and Messrs. Baring, Brothers, & Co., in the negotiation of this Loan. I may here observe that one of the witnesses brought to give evidence in this case, and who really has no personal knowledge of the matter, is a person who was very anxious to obtain from the Government, of which I was a Member, the office of Recorder of the City of Montreal, but who did not succeed in his application. I refer to Mr. Sexton, and I shall shew that Mr. Sexton has endeavored to give a colouring to transactions of which he had no knowledge, with a view to prejudice me. Mr. Sexton says that up to 5th April, 1852, the Committee "were confident that the negotiation had been carried on very successfully, and that the Loan would be

made." I aver that this is wholly untrue. I do not pretend to know what the Committee thought, but I assert that there is no foundation whatever for the statement. My belief is that in the first instance Messrs. Glyn, Mills & Co., the Agents of the Bank of Montréal, were applied to, and that on their declining to make any offer for the Bonds, Messrs. Baring, Brothers, & Co., who are not in any way Agents of the Bank of Montréal, were invited to do so. So far from Messrs. Baring, Brothers, & Co. having been inclined to agree to the terms proposed by the Corporation, which I may here remark were fixed by them without any communication whatever with me, that firm was indisposed to make any offer at all, except on certain conditions. My connection with this affair arose, as I stated in the speech quoted by Mr. Brown, from my having been applied to specially by Mr. Baring, when in London in 1852, for advice in the matter. I left Boston for England on 4th March, 1852. It appears from Messrs. Baring, Brothers, & Co.'s letter of 26th March, that they must have seen me on the subject a few days after my arrival in London. I had no authority of any kind from the Corporation. Mr. Baring wrote me a note requesting to see me on the subject, and as is stated in the letter of 26th March, the object was to "explain some of the difficulties which interfered with its negotiation." Had I refused to give any advice, or offer any suggestion, I am convinced that I should have done injury to the City of Montréal; and most assuredly I would have been charged with having acted from vindictive feelings arising from the political events of 1849. Messrs. Baring's letter of the 4th May will explain what they wanted. I expressed my opinion that the Corporation would get their Act amended so as to meet the requirements of English capitalists, and I also expressed my opinion that there was no great urgency for a decision. The substance of what took place I communicated by next mail both to the Mayor of Montréal and to the Hon. Peter McGill, President of the Bank of Montréal. It appears from Messrs. Baring's letter of the 4th May, which is also in evidence, that I again saw those gentlemen; in consequence of having heard that "the wants of the Corporation were more pressing than we had supposed." I urged upon them successfully the proposition of a temporary Loan of £50,000, and I also tried what I could to induce them to give the price fixed by the Corporation, viz: 98. I am convinced that I told them that the offer of 95 could not be accepted. I knew nothing of the action of the Corporation on that offer until my return to Canada, but being aware of the wants of the Corporation, I did endeavor to ascertain through different channels whether anything could be done? I met with little encouragement; except in one quarter, where I had reason to hope for success. On my return to Canada, and on passing through Montréal on my way to Québec, I was called on by the Mayor, and by Mr. Leeming, Chairman of the Finance Committee, and probably by Mr. Atwater. I have no recollection of the precise date of these interviews, which were sought for by the gentlemen connected with the Corporation; but all important facts are fully in my recollection. It was from the first understood clearly that the Corporation would apply to Parliament for such an alteration in their Act of Incorporation as could enable them to provide a sinking fund, as well as the same security to their creditors as the Upper Canada Municipal Act provides. It was also understood that the price was to be 98. I never proposed to act as Agent of the Corporation, nor was I to receive any commission from them. I never agreed to make them any offer whatever. I told them that I hoped to be able to procure them a satisfactory offer, and I stated what I should require; viz: a letter from the City Treasurer, stating the terms; a statement of the affairs of the Corporation; viz: its debt, property, revenues, expenditure, &c.; and also a copy of the proposed Bill for amending the Act. All this was done. When the draft of the Bill was sent to me, I asked Mr. Wicksteed to examine it, to

ascertain if it met the object, and I then sent it off. I had previously, in consequence of letters from England, suggested that it was better to provide for raising the Loan by terminable annuities instead of a sinking fund, in case such an arrangement could be made. The papers were all duly transmitted by me to my correspondent, and afterwards submitted to an eminent Solicitor, by whom provisions of a very stringent character were suggested. I am quite willing to admit that if circumstances had enabled me to make an offer to the Corporation of 98 per cent., at which rate they were ready and anxious to sell, and if the anticipations of my friends had been realized by a sale at an advance on that price, I should have shared in their profit. I have already stated, with reference to another matter, that I conceived I had a perfect right to purchase Municipal Bonds either on my own individual account or in conjunction with others, and in the case now under consideration the whole evidence shews that I was serving the Corporation at the same time that I hoped to benefit myself. The negotiation was broken off because I feared that it would be impossible to carry into effect the suggestions of the English Solicitor, and when I found Members of the Corporation caballing with my enemies, and endeavouring to create a false impression on the public mind, I determined to aid them no further. I shall now proceed to comment further on the evidence of the witnesses in this case.

In answer to 249 Mr. Sexton insinuates that I was to have the advantage of negotiating the Loan as a compensation for getting a Bill passed for amending the Corporation Act. In answer to Questions 452 and 478 Mr. Leeming effectually disposes of this insinuation of Mr. Sexton. In answer to Question 253 Mr. Sexton declares that the Corporation obtained "an advance of money on account of the contemplated Loan." This statement is utterly false. Mr. Sexton has no personal knowledge of the matter, and is contradicted by Mr. Leeming in answer to Questions 448, 449 and 450. I may here observe with reference to that transaction, to which Mr. Atwater, on no better evidence than mere loose conversation, has also endeavoured to give a false colouring, that it is absurd to suppose that any sum could be paid on account of the Loan when no offer had up to that time been made by me or my friends. At the very time when the Bank Loan was obtained, I was collecting information to transmit to England, to enable parties there to judge whether they would make any offer at all, and yet I am represented as having made a payment on account. The circumstances of the Bank of U. C. Loan are simply these: the mayor, in conversation with me when in Montreal, had represented the great embarrassment of the City, owing to the delay which would occur before the new Act came into operation; I think he mentioned that the Corporation was in debt to the Bank of Montreal to as large an amount as it could well ask. I immediately said that I was sure the Bank of Upper Canada would lend them what they wanted, and I volunteered to write to Mr. Ridout, the Cashier, on the subject. The Mayor expressed a wish that I should do so, and the result was that Mr. Ridout promptly acceded to the proposition. It is to be observed that the Bank of U. C. had not refused the Corporation a Loan, and yet Mr. Sexton asserts, in answer to Question 270, that he does not think the £18,000 could have been got without my intervention. Mr. Sexton's opinions on such a subject are I apprehend of very little value. I shall be much surprised if Mr. Ridout, the Cashier of the Bank, makes a similar statement. Mr. Sexton arrogates to himself the pretension, in Answer 260, that the Mayor and the Chairman of the Finance Committee ought not to have communicated with Mr. Hincks except through him. It must be apparent throughout, from the questions put to the witnesses brought up to substantiate this charge, that there is a desire to convey the idea that some secret agreement had been entered into, of which there was no official record. The only document of any real importance was the

City Treasurer's letter to me, stating the terms on which the Corporation was prepared to treat, was on record, and it was well known to every one interested that I was in communication with parties on the subject. Had I been in a position to make any offer it would of course have been made officially, and placed on record, and there could have been no secrecy about it. A most disingenuous attempt to create a false impression is made in Question 263: during the whole period that I had been in communication with the Corporation or any Member of it, the sum asked for was only £100,000. Mr. Sexton says that the Corporation "saved the commission of two per cent. which was to have been paid to Mr. Hincks," but Mr. Leeming, who negotiated with me, says, in answer to Questions 430 and 431, that Mr. Hincks was not an Agent, and was to receive no commission or other remuneration. Mr. Sexton does not state what he ought to have known, and what he was bound in candor and honesty to have stated, that Canadian securities had advanced even more than 2 per cent. in value, in the interval between the communication from the City Treasurer to me, and the final negotiation of the Loan, or between 19th July, 1852, and 8th January, 1853. In answer to Question 268 Mr. Sexton, in my opinion, conveys an impression that as the value of the Corporation Bonds had been augmented by the passing of the new Act, the purchasers of the Bonds would have had some unexpected advantage. It must be borne in mind that the offer of 95 by Messrs. Baring, Brothers, and Co., was based on the passing of this Act, and all subsequent negotiations were equally based on it, and on no other condition would any offer or any proposition to make an offer have been made. I dismiss this case, requesting the Committee to weigh the evidence of Alderman Leeming, the Chairman of the Finance Committee, with whom I communicated on all occasions most freely on the subject, and I entertain no doubt that my conduct in this transaction will be found to have been from first to last straight-forward and correct. I have only in conclusion to vouch for the truth of my statements in this rather lengthy communication.

I have the honor to be, &c.,

F. HINCKS.

The Committee deliberated, and adjourned until to-morrow, at 10 o'clock, A. M.

*Wednesday, 25th April, 1855.*

### COMMITTEE MET.

#### PRESENT :

MR. SMITH, (Northumberland,) Chairman,  
 MR. BROWN,  
 MR. CRAWFORD,  
 MR. DORION,  
 MR. LORANGER,  
 HON. MR. ROBINSON,  
 MR. Sol. Gen. SMITH.

Mr. Brown stated, in reference to the assertion in Mr. Hincks' statement, "that a paper in possession of the Clerk had been mutilated," that he made the correction referred to previous to sending the same to the Clerk, and that the document has been in no way altered since it has been in the possession of the Committee.

Mr. *Brown* requested the Committee to allow the following question and answer, by Mr. *Young*, to be added to the proceedings, as evidence,—which was agreed to:

(To the Hon. *John Young*.)

*Question*.—Do you remember, in October, 1852, handing to Mr. *George Brown* a written memorandum of facts to be proved before a Parliamentary Committee of Inquiry into the circumstances connected with the negotiation of a certain Loan for the City of Montreal. Was said memorandum handed to Mr. *Brown* with a view to his moving for the appointment of such Committee. And was it understood between Mr. *Holton*, Mr. *Brown* and you, that if Mr. *Brown* succeeded in his application, and if Mr. *Hincks*' complicity in the transaction failed to be proved by other witnesses, Mr. *Holton* would come before the Committee and prove his complicity from information personally communicated to him by Mr. *Hincks*?

*Reply*.—Mr. *Hincks*, if my memory is correct, had denied, in his place in Parliament, that he had received, or expected to receive, any remuneration for the negotiation of a certain Loan for the City of Montreal; while the public impression at the time was, that Mr. *Hincks* had received, or intended to receive, a commission or profit upon the negotiation of said Loan. I had no personal knowledge whatever of the transaction, beyond that obtained from public report. Mr. *Holton*, however, stated privately to Mr. *Brown* and myself, that he knew that it was quite understood between Mr. *Hincks* and the Corporation of Montreal, that he (Mr. *Hincks*) was to receive compensation for his services, but that he could not allow any use to be made of such information, and this in consequence of his private relation with Mr. *Hincks*.

Both Mr. *Brown* and myself urged Mr. *Holton*, that it was his duty to allow the information to be used, and I think it was under such circumstances that Mr. *Holton* consented to write out what he (Mr. *Holton*) believed could be proved. I believe I handed this paper to Mr. *Brown*, and it was upon this written information, so conveyed to him, that he made his statements to the public, relative to this transaction. I, however, find it difficult at this distance of time to state minutely what took place. I only give the general impression on my mind of what took place. I, however, have no hesitation in stating that when it was decided to make use of the information, the matter was no longer considered private, but the intention was to act upon it at the time.

(Signed,) JOHN YOUNG.

The Committee deliberated, and adjourned until Friday, the 27th instant, at 10 o'clock, A. M.

Friday, 27th April, 1855.

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman,  
 MR. CRAWFORD,  
 MR. DORION,  
 MR. LORANGER,  
 HON. MR. ROBINSON,  
 MR. Sol. Gen. SMITH.

Mr. Solicitor General *Smith* moved the following Resolutions :—

1st. That, by the evidence taken before the Committee, it is shown that certain Members of the late Administration have been interested in the purchase of Public lands and securities in the same manner as other individuals in the community and Members of former Administrations.

2nd. That this Committee, during the course of its protracted investigations of the matters referred to them, have received no evidence which, in their opinion, sustains a charge of corruption against any Member of the late Administration.

3rd. That this Committee desires to express its astonishment that, after the circulation of so many charges of corruption against Members of the late Administration, and after so long an investigation, no person has appeared before this Committee, either to advance any such charge, or offer evidence in support thereof; and this Committee has been compelled to depend entirely upon its own exertions in obtaining information and evidence in respect of the charges investigated.

*Ordered*,—That the foregoing Resolutions do lie on the table until to-morrow.

The Committee adjourned until to-morrow, at 10 o'clock, A. M.

Saturday, 28th April, 1855.

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman,  
 MR. BROWN,  
 MR. CRAWFORD,  
 MR. DORION,  
 MR. LORANGER,  
 HON. MR. ROBINSON,  
 MR. Sol. Gen. SMITH.

The Committee deliberated and adjourned until eleven o'clock, A. M., this day.

Eleven o'clock.

## COMMITTEE MET.

## PRESENT :

MR. SMITH, (Northumberland,) Chairman,  
 MR. BROWN,  
 MR. CRAWFORD,  
 MR. DORION, (Montreal,)  
 MR. LORANGER,  
 HON. MR. ROBINSON,  
 MR. Sol. Gen. SMITH.

The Resolutions submitted by Mr. Solicitor General Smith yesterday, being again read, the question of concurrence was put on the first of the said Resolutions, as follows :

1st. That by the evidence taken before this Committee, it is shown that certain Members of the late Administration have been interested in the purchase of Public lands and securities in the same manner as other individuals in the community, and Members of former Administrations.

Mr. *Dorion* moved in amendment, That all after " That" be expunged, and the following inserted :

" By the evidence taken before this Committee it is shewn that Mr. Inspector General Hincks and Mr. Postmaster General Morris, while Members of the late Administration, were interested in the purchase of public lands, at an auction sale especially ordered and regulated by the Executive Government.

" It is also shown that Mr. Inspector General Hincks obtained for Messrs. Jackson, Peto & Co., the contract for constructing the Grand Trunk Railway ; that Grand Trunk Stock to the extent of £50,400 sterling was allotted to the Inspector General by the request of Mr. Peto, at the general distribution in London ; that £10,800 sterling was paid in part of the said Stock by Mr. Peto, and a receipt taken as if from the Inspector General ; and that the explanation which appears in evidence is that the said Stock was allotted to the Inspector General in trust for distribution in Canada, but such allotment and trust were not communicated to the Inspector General, nor any attempt made to effect a distribution of the Stock.

" It is also shown that Mr. Inspector General Hincks carried a Bill through Parliament in November, 1852, to authorize an Amalgamation of the Grand Trunk with other Railway Companies ; that Mr. Solicitor General Ross was sent to London to effect the Amalgamation, and bring out the Grand Trunk project on the English money market ; that by the conditions of the said Amalgamation, the St. Lawrence and Atlantic Railway, which was then, and had been for a long time previous, selling at a great discount, was taken into the scheme at par, and its Stockholders were awarded a large *bonus* in cash, as back interest for the years it had failed to pay a dividend ; that this agreement was made on the 12th April, and the Stock of the Atlantic Railway forthwith rose to a large premium ; that these facts were telegraphed from London to Liverpool on the 16th April, just before the American steamer sailed,—were brought in the steamer from Liverpool to Halifax, and telegraphed from thence to the Inspector General and four other parties in Canada, in advance of all general information on the subject ; that before the date of the Amalgamation Act, only two Members of the late Administration (Mr. Secretary Morin and Mr. Attorney General Drummond.)



held Stock in the St. Lawrence and Atlantic Railway; that after the Amalgamation, or on the 30th May, 1853, Mr. Inspector General Hincks had transferred to him 84 shares of the said Stock, on the 6th June 100 shares of the same, on the 16th August 96 shares of the same, on 8th December 18 shares of the same, on 15th December 25 shares of the same; and on 7th October 31 shares of the Quebec and Richmond Railway, which had also been amalgamated; that on 3rd April, 1853, Mr. Solicitor General Ross had transferred to him 35 shares St. Lawrence and Atlantic Stock; that on 16th March, 1854, Mr. President Cameron had transferred to him 80 shares of the said Stock; and that the par value of all these shares was one hundred dollars per share.

“It is shown that Mr. Receiver General Taché advertised on 15th August, 1850, for Tenders for the purchase of £40,000 Montreal Court House Debentures, bearing 8 per cent. interest; that Tenders to the extent of £6200 currency were made at par, and accepted on 13th September, 1850; that from that date to 22nd January, 1853, the Receiver General continued to sell further parcels of the said Debentures at private sale at par; that, among others, Mr. Receiver General Taché purchased from himself, on 5th September, 1851, £750 of the said Debentures at par, and on 23rd June, 1852, £300 of the same also at par; that on 1st December, 1853, when it is in evidence that the said Debentures were found to be going up and above par, the remainder of the said Debentures, amounting to £8280, were immediately offered to public Tender, and placed partly at 2 and partly at 3 per cent. premium; that among those who tendered and obtained parcels of the said Debentures, either for themselves or as agents for others, were a number of employés in the Executive and other Public Departments; that one of the Tenders by a departmental official was originally for £4200 at a premium of 4 per cent., but on the morning of opening the Tenders, and before they were opened, a new Tender was put in reducing the premium to 3 per cent., at which rate the Debentures were awarded to him, it being still the highest Tender.

“It is shown that the Honorable John Young, in view of the increase of commerce, suggested to the late Administration the advantage to the Government of securing, while at low prices, a considerable tract of land, near the Lachine Canal at Montreal. That, on these representations, he was authorized to complete the negotiations with the Seminary, the Hotel-Dieu, and the Grey Nuns, owners of the property; and a promise of sale was consequently made by the Grey Nuns to the Hon. E. P. Taché, Receiver General, in January, 1853. Subsequently, about the close of 1853, the Grey Nuns were directed, by Members of the Government, without any Order in Council to that effect, to convey part of the land mentioned in the above promise of sale to James Hodges, Esq. Mr. Hodges acted in his own name, but for the interest of Messrs. Peto, Jackson & Co., contractors of the Grand Trunk Company. Mr. Attorney General Ross, on behalf of the Railway Company, negotiated the transfer of the land with his colleague, Mr. Chabot, Chief Commissioner of Public Works.

“It has been shown that Mr. Inspector General Hincks, in the summer of 1852, agreed to negotiate a loan of £100,000 for the City of Montreal, with the expectation of deriving a pecuniary advantage by the transaction, which agreement was contingent on some prospective Act of Legislation required to secure the Tender, and subsequently passed in Parliament. That pending the negotiations he procured to the City of Montreal, from the Bank of Upper Canada, a temporary loan, to the amount of £18,000, secured by the Bonds of the Corporation; that the Bank of Upper Canada held over £300,000 currency of Government deposits, when this credit was opened. That a debate took place in the House of Assembly in October, 1852, on the subject of these negotiations, in which

“ Inspector General stated he had not received and had no expectation of receiving any remuneration; and it is shown that the negotiations having been broken off shortly after this debate he did not in fact receive any remuneration:

“ It is shown that the City of Toronto in 1852 was bound by agreement to issue certain Debentures to the contractors for constructing the Ontario, Simcoe, and Huron Union Railway; that the opinion of Counsel was taken by the Corporation, and the Debentures which had been prepared for the said purpose were declared illegal; that the contractors were urgently in want of funds, desired to have the Debentures issued whether legal or illegal, and proposed to the Mayor of Toronto to purchase them at 80 per cent. discount; that on 24th June the Mayor saw Mr. Inspector General Hincks at Quebec, and made a secret agreement with him to purchase the said Debentures on joint account, with the understanding that a Provincial Act would be obtained to legalize them; that the Mayor returned to Toronto, and on 28th June, obtained an order of the City Council for issuing the said illegal Debentures; that the Mayor thereupon agreed to purchase the said Debentures from the contractors at 80 per cent. and they were signed by him, and issued under his official instructions; that the Inspector General applied for and obtained from the Canadian Bankers of the Province, (the Bank of Upper Canada,) who had then on deposit between three and four hundred thousand pounds of the public money, a personal loan to himself, of £19,200; that the Inspector General applied for and obtained from the London Bankers of the Province, (Messrs. Glyn & Co.,) who had large sums of the public money passing through their hands, a personal loan of £20,000 Sterling; that with the money thus obtained the Inspector General and the Mayor of Toronto, by their Agent, paid the railway contractors £40,000 and received in return Debentures for £50,000; that the Corporation desired to obtain from Parliament an Act to authorise the negotiation of a loan of £60,000, to consolidate the city debt, and legalise the said Railway Debentures, but the Inspector General would not consent to this; that a negotiation was privately opened by the Inspector General in England for the sale of £100,000 currency Toronto City Debentures; that the Mayor induced the Corporation to apply to Parliament for authority to make such a loan; that a Bill was brought before Parliament under the title of a Bill “ to consolidate a part of the city debt,” and pushed through its several stages with unusual haste; that the said Bill was read a second time on Monday, 4th October, in the House of Assembly, was passed through Committee and the Report concurred in the same day; was read a third time and passed on Wednesday, the 6th; was carried to the Legislative Council, and received all three readings and the Royal assent by the following day, Thursday, 7th October; that a clause in the said Bill compelled the Corporation to apply £50,000 of the £100,000 to be borrowed, in paying off at par, twenty years before maturity, the Debentures purchased a few weeks before by the Inspector General and the Mayor, for £40,000; that all knowledge of these individuals having an interest in the said Debentures or in the said Bill, was, from first to last, concealed from Parliament and the City Council; that the Inspector General instructed the Cashier of the Bank of Upper Canada to offer the Corporation par for the whole of the new loan to be issued under the said Act,—which he did without naming his principal; that the Mayor induced the city to accept the said offer; that Debentures for £100,000 currency were accordingly issued and handed over to the Bank of Upper Canada; that the said Debentures were transmitted by the Bank to Messrs. Glyn & Co., and the proceeds received from that firm; that £50,000 of the proceeds was placed to the credit of the city, £40,000 applied in paying off the debt of the Inspector General to the Bank of Upper Canada and Messrs.

“Glyn & Co., and £10,000 (less charges and exchange) paid over to Mr. Hincks and Mr. Bowes, as the profit of the operation, and divided between them; that early in 1854, after the foregoing transactions were completed, the fact transpired that the Mayor and another party had some connection therewith, and that a suit was thereupon instituted in Chancery to discover all the facts of the case, which resulted in the disclosure of the facts herein recited, and in a judgment compelling Mr. Bowes to pay over to the City of Toronto £4522 3s. 10d., and costs.”

On which the Committee divided, and the Yeas and Nays being called for they were taken down as follows:

| <i>Yeas :</i>                | <i>Nays :</i>                                                                                  |
|------------------------------|------------------------------------------------------------------------------------------------|
| Messrs. Brown,<br>Dorion,—2. | Messrs. Crawford,<br>Loranger,<br>Robinson,<br>Sol. Gen. Smith,<br>Smith, (Northumberland),—5. |

So it passed in the negative.

The question being again put on the 1st Resolution,

Mr. *Dorion* moved in amendment, “That this Committee, not being able to agree to a Report on the facts proved in this investigation, considers it better to report simply the evidence as taken by this Committee without any comment thereon.”

On which the Committee divided, and the Yeas and Nays being called for they were taken down as follows:

| <i>Yeas :</i>                                            | <i>Nays :</i>                                                      |
|----------------------------------------------------------|--------------------------------------------------------------------|
| Messrs. Brown,<br>Dorion,<br>Smith, (Northumberland),—3. | Messrs. Crawford,<br>Loranger,<br>Robinson,<br>Sol. Gen. Smith,—5. |

So it passed in the negative.

The question being again put on the 1st Resolution the Committee divided, and the Yeas and Nays being called for they were taken down as follows:

| <i>Yeas :</i>                                                      | <i>Nays :</i>                                            |
|--------------------------------------------------------------------|----------------------------------------------------------|
| Messrs. Crawford,<br>Loranger,<br>Robinson,<br>Sol. Gen. Smith,—4. | Messrs. Brown,<br>Dorion,<br>Smith, (Northumberland),—3. |

So it was carried in the affirmative, and resolved accordingly.

The 2nd Resolution being read, as follows:

*Resolved*,—That this Committee, during the course of its protracted investigations of the matters referred to them, have received no evidence which, in their opinion, sustains a charge of corruption against any Member of the late Administration.

And the question of concurrence being put thereon,

Mr. *Dorion* moved in amendment, That all after "That" be expunged, and the following inserted :

"In the opinion of this Committee evidence has been adduced in the course of this investigation, which establishes official misconduct of a grave character on the part of Mr. Inspector General Hincks, and acts on the part of Mr. Postmaster General Morris, Mr. Receiver General Taché and Mr. Attorney General Ross, inconsistent with their positions as Responsible Ministers of the Crown, and calculated seriously to injure the public service."

On which the Committee divided, and the Yeas and Nays being called for they were taken down as follows :

|                |                             |
|----------------|-----------------------------|
| <i>Yeas :</i>  | <i>Nays :</i>               |
| Messrs. Brown. | Messrs. Crawford,           |
| Dorion,—2.     | Loranger,                   |
|                | Robinson,                   |
|                | Sol. Gen. Smith,            |
|                | Smith, (Northumberland,)—5. |

So it passed in the negative.

The question of concurrence being again put on the 2nd Resolution, the Yeas and Nays being called for they were taken down as follows :

|                     |                             |
|---------------------|-----------------------------|
| <i>Yeas :</i>       | <i>Nays :</i>               |
| Messrs. Crawford,   | Messrs. Brown,              |
| Loranger,           | Dorion,                     |
| Robinson,           | Smith, (Northumberland,)—3. |
| Sol. Gen. Smith,—4. |                             |

So it was carried in the affirmative, and resolved accordingly.

The 3rd Resolution being read, as follows :

*Resolved*,—That this Committee desires to express its astonishment that after the circulation of so many charges of corruption against Members of the late Administration, and after so long an investigation, no person has appeared before this Committee, either to advance any such charge, or offer evidence in support thereof ; and this Committee has been compelled to depend entirely upon its own exertions in obtaining information and evidence in respect of the charges investigated.

And the question of concurrence being put thereon,

The Committee divided, and the Yeas and Nays being called for, they were taken down as follows :

|                     |                             |
|---------------------|-----------------------------|
| <i>Yeas :</i>       | <i>Nays :</i>               |
| Messrs. Crawford,   | Messrs. Brown,              |
| Loranger,           | Dorion,                     |
| Robinson,           | Smith, (Northumberland,)—3. |
| Sol. Gen. Smith,—4. |                             |

So it was carried in the affirmative, and resolved accordingly.

Mr. *Smith* (of Northumberland) moved,—That this Committee do not consider it out of place to suggest to the Legislature, the necessity of establishing the propriety or impropriety of practices such as are mentioned in the Resolution under which this Committee was appointed; and in the investigation of which they have been engaged.

Mr. *Dorion* moved in amendment that all after “That” in the said motion be expunged, and the following inserted:

“This Committee does not consider it necessary to recommend the enunciation of any rule for the guidance of Members of the Administration of this Province in cases such as were investigated by this Committee, conceiving that the general principles which ought to guide the conduct of public men are well understood and recognized.”

On which the Committee divided, and the Yeas and Nays being called for, they were taken down as follows:

*Yeas:*

*Nays:*

Messrs. *Brown*,  
*Dorion*,—2.

Messrs. *Crawford*,  
*Loranger*,  
*Robinson*,  
*Sol. Gen. Smith*,  
*Smith*, (Northumberland),—5.

So it passed in the negative.

The question being then put upon the main motion, the Yeas and Nays were called for and taken down as follows:

*Yeas:*

*Nays:*

Mr. *Smith*, (Northumberland),—1.

Messrs. *Brown*,  
*Crawford*,  
*Dorion*,  
*Loranger*,  
*Robinson*,  
*Sol. Gen. Smith*,—6.

So it passed in the negative.

On motion of Mr. Solicitor General *Smith*, it was

**Ordered**,—That the Chairman do prepare a Report based on the Resolutions, and that the same be submitted to the Committee at its next meeting.  
Committee adjourned until Monday next at 10 o'clock, A. M.

Monday, 30th April, 1855.

COMMITTEE MET.

PRESENT :

MR. SMITH, (Northumberland,) Chairman,  
 MR. BROWN,  
 MR. CRAWFORD,  
 MR. DORION, (Montreal,)  
 MR. LORANGER,  
 HON. MR. ROBINSON,  
 MR. Sol. Gen. SMITH.

Mr. Brown moved, That the return of Provincial Debentures, issued in aid of the Ontario, Simcoe and Huron Railway Company, and four Reports to His Excellency, from the Chairman of the Railway Board, in reference thereto (forming part of the Return to an Address on that subject, referred to the Committee) do form part of the Appendix to the Report of the Committee.

On which the Committee divided, and the Yeas and Nays being called for they were taken down as follows :

|                             |                     |
|-----------------------------|---------------------|
| <i>Yeas :</i>               | <i>Nays :</i>       |
| Messrs. Brown,              | Messrs. Crawford,   |
| Dorion,                     | Robinson,           |
| Smith, (Northumberland,)—3. | Sol. Gen. Smith,—3. |

The Chairman gave his casting vote with the Yeas.

So it was carried in the affirmative, and ordered accordingly.

For the said Documents, vide Appendix No. 1.

*Ordered*,—That the correspondence and schedule of sales forming part of the Return laid before the House (and referred to the Committee,) in relation to the Seignior of Lauzon, be attached to the Report,—vide Appendix No. 2.

*Ordered*,—That the Report of the case in Chancery, of the City of Toronto *versus* John G. Bowes,—and also, the depositions and evidence in the case of John G. Bowes (Appellant) and the City of Toronto (Respondent,) in the Court of Error and Appeal for Upper Canada, be attached to the Report, and form part of the evidence,—vide Appendix Nos. 3 and 4.

The Chairman submitted the draft of a Report, which he had prepared in accordance with the instructions of the Committee,—and the same having been read,

The question was put on the adoption of the said Report, and the Yeas and Nays being called for they were taken down as follows :

|                     |                |
|---------------------|----------------|
| <i>Yeas :</i>       | <i>Nays :</i>  |
| Messrs. Crawford,   | Messrs. Brown, |
| Loranger,           | Dorion,—2.     |
| Robinson,           |                |
| Sol. Gen. Smith,—4. |                |

So it was carried in the affirmative.

*Ordered*,—That the Chairman do leave the Chair, and present to the House the Report of the Committee, together with the proceedings and evidence taken before them.

## APPENDIX No. 1.

Return of all Provincial Debentures issued in aid of the Ontario, Simcoe and Huron Railway Company, shewing in detail the amount and date of each issue, the date of the Order in Council, under which such issue was made, and the Certificate of Work done, on which such application was granted.

| Date of each issue. |     | Amount of each issue, Currency. | Date of the Order in Council under which such issue was made. |
|---------------------|-----|---------------------------------|---------------------------------------------------------------|
| 1853.               |     |                                 | 1853.                                                         |
| September           | 29. | £112,500 0 0                    | September 14.                                                 |
| December            | 28. | 50,000 0 0                      | December 16.                                                  |
| 1854.               |     |                                 | 1854.                                                         |
| September           | 13. | 20,000 0 0                      | September 3.                                                  |
| October             | 13. | 30,000 0 0                      | October 5.                                                    |
| Total...            |     | £212,500 0 0                    |                                                               |

*To His Excellency the Right Honorable the Earl of Elgin and Kincardine, Governor General, &c., &c., &c.*

The Chairman of the Board of Railway Commissioners has the honor to report that at a meeting of the Board held yesterday the following minute was adopted:

A letter was submitted to the Board, from Joseph Morrison, Esq., Vice-President of the Ontario, Simcoe and Huron Union Railroad Company, enclosing a Report from Mr. Cumberland, Chief Engineer of the Company, together with an abstract of the prices of a Supplementary Contract to be entered into by the Company with Messrs. Storey & Co. Mr. Cumberland's estimate of the expenditure on the line is £673,000, and Mr. Cumberland states that £348,882 has been already expended. Mr. Morrison asks for an advance in Bonds of the Province of £100,000, to be transmitted to the Agents of the Province in the usual way, and placed under the control of the Commercial Bank of London, to be drawn for through the Bank of Upper Canada. The Commissioners think that they are justified in recommending the issue of the Bonds asked for, but with reference to the proposed contract they are of opinion that the principle should be adhered to, under the peculiar circumstances of the case, of keeping the control of the sub-contracts (to be let by public competition) under the Engineer of the company, allowing the contractors a specified rate of profit as in the case of the depot service, and such rate not to exceed 15 per cent. The Commissioners recommend that the Receiver General cause a Bond for £275,000 to be prepared for the signature of the Directors, payable in London at the office of the Agents of the Province.

Respectfully submitted,

(Signed,)

F. HINCKS,

Chairman Board of Railway Commissioners.

6th November, 1852.

*To His Excellency the Right Honorable the Earl of Elgin and Kincardine,  
Governor General, &c., &c., &c.*

I have the honor to transmit for the consideration of Your Excellency the following copy of a minute passed at a meeting of the Board of Railway Commissioners.

A letter from Mr. Morrison, President of the Ontario, Simcoe and Huron Railroad Union Company was submitted and read. It stated the vigorous prosecution of the works of that Company, and the importance to the Company that the financial arrangements should be made as speedily as possible, and requested that the remaining £175,000 sterling of the Provincial Bonds may be transmitted to London with as little delay as possible, to be disposed of in the same manner as the last £100,000, by placing them under the control of the Commercial Bank of London, and to be accounted for to Messrs. C. Story & Co., the contractors, the proceeds to be placed to the credit of the Honorable the Receiver General, with the Bank of Upper Canada, on special deposit, until such time as the Railway Commissioner shall see fit, on report of the Chief Engineer, to authorize advances therefrom.

The Commissioners are of opinion that the Bonds to which the Company are entitled, £175,000 sterling, may be transmitted at once to the Agents of the Province, to be disposed of in the same manner at the credit of the Receiver General, in the Bank of Upper Canada, on special deposit until the Commissioners shall authorize its withdrawal from time to time.

The Commissioners further recommend that the sanction of His Excellency the Governor General be obtained thereto.

Respectfully submitted,

(Signed,)

F. HINCKS,

Chairman Railway Board.

Office of Railway Commissioners,

1st April, 1853.

*To His Excellency Major General Rowan, C. B., Administrator of the Government,  
&c., &c., &c.*

The Chairman of the Board of Railway Commissioners has the honor to submit for the consideration and approval of Your Excellency the following copy of a minute passed at a meeting of the Board held on the 10th instant.

A letter from the President of the Ontario, Simcoe and Huron Union Railway Company was submitted, stating that the sum of £495,973 19s. 6d. has now been expended on the road, in support of which he has transmitted the necessary certificates of the Chief Engineer and the Treasurer, and requesting that a further advance of £100,000 sterling, in addition to a like sum which the Company have already received from the Government, be now made.

It was resolved "That a Report be made to His Excellency the Administrator of the Government, requesting that he may be pleased to sanction the payment by the Receiver General of the sum of £112,500 currency, to the Company, from the proceeds of the Bonds placed in the hands of the Agents of the Province in London for that purpose.

Respectfully submitted,

(Signed,)

F. HINCKS,

Chairman Railway Board.

Office of Board of Railway Commissioners,

Château St. Louis, 12th Sep., 1853.



To His Excellency, Lieut. General Rowan, C. B., Administrator of the Government,  
 &c., &c., &c.

The undersigned has the honor to submit for the approval of Your Excellency, the following copy of a minute passed at a meeting of the Board of Railway Commissioners held this day.

"A letter was submitted from Joseph C. Morrison, Esq., President of the Ontario, Simcoe and Huron Railway Company, applying for an additional advance from the Province of the Government Bonds, the balance being about £100,000 currency.

Mr. Cumberland, the Engineer of the Road, states the expenditure to 1st December, to be £615,525 currency, equal to eighty-four and nine-tenths, of finished and equipped road.

The Commissioners recommend a further advance to the Company, of £50,000 currency.

Respectfully submitted,

(Signed)

F. HINCKS,  
 Chairman Railway Board.

Office of the Railway Board,  
 Château St. Louis, Quebec, 13th Dec., 1853.

APPENDIX No. 2.

(Copy.)

QUEBEC, 19th May, 1853.

SIR,—I beg leave to apply for a grant of the beach property lying opposite the farm at Point Levy, purchased by me at auction on the 17th instant,

And have the honor to remain,

Sir,

Your obedient servant,

(Signed)

WM. MATTHIE,  
 of Brockville.

The Honorable John Rolph,  
 Commissioner of Crown Lands,  
 &c., &c., &c.,  
 Quebec.

(True Copy)

Felix Fortier,

For the Commissioner of Crown Lands.

(Translation.)

(Copy.)

QUEBEC, 21st May, 1853.

SIR,—In pursuance of the order of reference upon the application of Mr. William Matthie, of date the 19th instant directing me to make a valuation, of the beach in front of the Domain Farm of Lauzon, recently purchased from Government by that gentleman, I yesterday proceeded to the locality indicated, and visited and examined the place.

Considering its remote position and the difficulty of convenient approach by land, without the construction of very expensive works on the hill; considering

also that this beach is very flat, that the tide ebbs rapidly, and that it is moreover exposed to strong northerly and north-westerly winds, that it has no cove, so to speak, and that a considerable outlay must attend its being turned to a profitable use, I am of opinion that the said beach is not worth more than ten pounds currency per superficial arpent.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,)

LOUIS PANET,

Agent.

Felix Fortier, Esq.,

&c., &c., &c.

P. S.—Upon reconsideration of the advantages and disadvantages of this beach, I am of opinion that the payment by Mr. Matthie of £500 would be a reasonable equivalent.

(Signed,)

LOUIS PANET.

(True Copy,)

Felix Fortier,

For the Commissioner of Crown Lands.

(Copy.)

TRINITY HOUSE, QUEBEC, 31st May, 1853.

Sir,—I am directed to acquaint you, for the information of His Excellency the Governor General, that the Trinity Board, having duly considered the reference to them made of Mr. William Matthie's application for a grant of the beach property in front of the Point Levy Domain Farm, by him purchased at auction on the 17th May instant, see no objection to his obtaining the same, provided that, in the erection of wharves and blocks on the said beach, Mr. Matthie be bound to conform himself to the conditions of the Harbour Commissioners' Report, and to the line by them laid down, as regards the dimensions and extension of wharves and blocks within the Harbour.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,)

E. B. LINDSAY.

Clerk Trinity House, Quebec.

The Honorable John Rolph,

Commissioner of Crown Lands,

&c., &c., &c.,

Quebec.

(True Copy,)

Felix Fortier,

For the Commissioner of Crown Lands.

(Copy.)

*Report No. 95, "Crown Domain."*

On the application  
of William Matthie,  
19th May, 1853.

Mr. Matthie having become the purchaser, at auction, on the 17th ultimo, of the Domain Farm, lying at Point Levy, on the St. Lawrence, prays for a grant of the beach opposite the same.

The farm was sold for £1825, and among other conditions of the sale the right of preference, in case Government should alienate the beach, was reserved to the purchaser.

The Petition has been referred to the Trinity House, who report that they see no objection to the grant prayed for, provided that in the erection of wharves and blocks on the beach, the applicant be bound to conform himself to the conditions of the Harbour Commissioners' Report, and to the line laid down by them as regards the dimensions and extensions of wharves and blocks in the Harbour of Quebec.

The Honorable Mr. Panet has been charged with the valuation of the beach, which at first he valued at £10 an arpent, but in a postscript to his Report he states that, after reconsidering the subject, he believes that if Mr. Matthie paid £500 for the beach, it would be reasonable.

The applicant has paid, as bound to do, one-third of the purchase price of the farm, but the deed of sale has not yet been completed, owing to Mr. Matthie's absence, but it is understood that it will be perfected in a few days.

From a survey made upon Mr. Ware's plan of the Harbour of Quebec, the beach in question is found to contain a few perches more than 68 arpents, which, at £500, gives £7 7s. and a fraction per arpent in superficies, instead of £10, as first valued. The rent to be reserved, if Mr. Panet's last valuation is approved of, will be £30 per annum.

There seems to be no objection to the grant being made on the conditions recommended by the Trinity House, besides those usually inserted in grants of beach lots. A survey and plan will be required before completing the patent, and the undersigned would beg leave to suggest, as he has already done on an application of a similar nature, that the applicant be charged £25, instead of the several fees payable for survey, plan, valuation, and letters patent.

The whole, nevertheless, respectfully submitted.

(Signed,)

FELIX FORTIER.

Crown Lands Office,  
Quebec, 3rd June, 1853.

(True Copy,)

Felix Fortier,

For the Commissioner of Crown Lands.

(Copy.)

Extract from a Report of a Committee of the Honorable the Executive Council, on Land Applications, dated 9th June, 1853, approved by His Excellency the Governor General in Council, on the 10th of the same month.

On the application of William Matthie, Esquire, for a grant of the beach opposite the Domain Farm at Point Levi, purchased by him from the Government on the 17th May last, the Commissioner of Crown Lands reports that the Honorable Mr. Panet was charged with placing a valuation upon the beach in question, and reported, on reconsideration, that £500 would be a reasonable price, yielding an annual rent of £30.

The Commissioner states that there seems to be no objection to the grant being made on the conditions recommended by the Trinity House, besides those usually inserted in grants of beach lots, and upon payment of £25 in lieu of the several fees payable for survey, plan, valuation, and letters patent.

The Committee recommend that a grant be made at the price and on the terms above suggested, provided that, in the erection of wharves and blocks on

the said beach, Mr. Matthie be bound to conform himself to the conditions of the Harbour Commissioners' Report, and to the line by them laid down, as regards the divisions and extension of wharves and blocks within the Harbour, as recommended in the Report of the Trinity Board, dated 31st ultimo.

(Certified.)

(Signed,) WM. H. LEE,  
Acting Clerk, Executive Council.

(True Copy,)

Felix Fortier,

For the Commissioner of Crown Lands.

To the Honorable

The Commissioner of Crown Lands,  
&c., &c., &c.

(Copy.)

CROWN LANDS OFFICE,  
QUEBEC, 17th June, 1853.

SIR,—Your application of the 19th May last for a grant of the beach opposite the property known as the Domain Farm, has been favorably entertained by His Excellency the Governor General in Council, and it has been ordered that a grant of the same do issue in your favor on the usual conditions. The annual rent to be reserved on the property will be thirty pounds currency, and you will be bound to conform yourself (as all other grantees) to the conditions with respect to the erection of wharves and blocks of the dimensions and within the line laid down by the Harbour Commissioners in their Report. You will also have to pay £25 in lieu of the several fees payable for survey, plan, valuation and letters patent.

Further steps will be taken for the issuing of letters patent so soon as you will have accepted of the above terms.

The Honorable Samuel Mills having informed me that the deed of purchase of the farm adjudged to you on the 17th May last was to be made out in your joint names, I have had the same prepared as desired, but with the understanding that his signing the deed and bond would be of no avail in case you should object to it.

I beg, therefore, you will let me know whether I have acted correctly, and when you expect to be here to complete both documents by signing the same in the presence of the Notary who prepared them, and also if the Patent for the beach is to be issued in favor of you and Mr. Mills.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,)

FELIX FORTIER.

William Matthie, Esquire,

&c., &c., &c.,

Brockville,

C. W.

(True Copy,)

Felix Fortier,

For the Commissioner of Crown Lands.

SCHEDULE of Sales of Real Estate in the Seignior of Lauzon, during the year 1853.

| Name of Property.             | Name of purchaser.                         | Number of Acres.              | Sums agreed to be paid. |       | Sums that have been paid |       | Sums due. |       |
|-------------------------------|--------------------------------------------|-------------------------------|-------------------------|-------|--------------------------|-------|-----------|-------|
|                               |                                            |                               | £.                      | s. d. | £.                       | s. d. | £.        | s. d. |
| Domain Farm.....              | Hon. Saml. Mills and W. Mathie.....        | About 212 superficial arpents | 1875                    | 0 0   | 625                      | 0 0   | 1250      | 0 0   |
| Point Levy Mill.....          | Messrs. Jackson, Brasey, Peto & Betts..... | do                            | 4775                    | 0 0   | 1591                     | 0 0   | 3184      | 0 0   |
| St. Henry Mill.....           | Henry Atkinson, Esquire.....               | About 11                      | 1000                    | 0 0   | 333                      | 6 8   | 666       | 13 4  |
| D'Anbigy Town Lots No. 113.   | Pierre Charrier, <i>et al.</i> .....       | About 2 arpents 23 perches.   | 28                      | 10 1  | 7                        | 2 0   | 21        | 7 6   |
| 111.                          | Flavien Rodrigue.....                      |                               | 45                      | 0 0   | 11                       | 5 0   | 33        | 15 0  |
| 5.                            | Thomas Dunn.....                           |                               | 50                      | 0 0   | 12                       | 10 0  | 37        | 10 0  |
| 110, 114, 118.                | Wm. Geo. Russell.....                      |                               | 150                     | 0 0   | 37                       | 10 0  | 112       | 10 0  |
| 51, 89.                       | J. E. Oliver.....                          |                               | 151                     | 0 0   | 37                       | 15 0  | 113       | 5 0   |
| 52.                           | M. Lecours dit Barras.....                 |                               | 81                      | 0 0   | 20                       | 5 0   | 60        | 15 0  |
| \$ 4, 115, 116.               | Wm. Henry.....                             |                               | 248                     | 0 0   | 62                       | 0 0   | 186       | 0 0   |
| 7, 8, 9.                      | Wm. H. Ponton.....                         |                               | 220                     | 0 0   |                          |       | 220       | 0 0   |
| 117, 112.                     | D. Roblin.....                             |                               | 103                     | 0 0   |                          |       | 103       | 0 0   |
| 100, 98, 99.                  | E. Dalkin.....                             |                               | 252                     | 0 0   |                          |       | 252       | 0 0   |
| 20, 21, 22.                   | J. Stevenson.....                          |                               | 183                     | 0 0   |                          |       | 183       | 0 0   |
| 23, 24, 71.                   | James Ross.....                            |                               | 191                     | 0 0   |                          |       | 191       | 0 0   |
| 109, 106.                     | Jas. Ponton.....                           |                               | 144                     | 0 0   |                          |       | 144       | 0 0   |
| 105, 104, 103.                | G. Cochrane.....                           |                               | 246                     | 0 0   |                          |       | 246       | 0 0   |
| 96, 94, 92.                   | Wm. Smart.....                             |                               | 335                     | 0 0   |                          |       | 335       | 0 0   |
| 85, 50, 61, 62, 63, 86.       | Henry Easton.....                          |                               | 441                     | 0 0   |                          |       | 441       | 0 0   |
| 63, 60.                       | Augustus Cochrane.....                     |                               | 174                     | 0 0   |                          |       | 174       | 0 0   |
| 54, 32, 33, 77, 76, 75.       | R. M. Harrison.....                        |                               | 408                     | 0 0   |                          |       | 408       | 0 0   |
| 70, 69, 68, 67, 66.           | John Cochrane.....                         |                               | 344                     | 0 0   |                          |       | 344       | 0 0   |
| 78, 79, 82.                   | Archibald Ponton.....                      |                               | 205                     | 0 0   |                          |       | 205       | 0 0   |
| 84.                           | E. Holden.....                             |                               | 79                      | 0 0   |                          |       | 79        | 0 0   |
| 80, 120, 119, 74, 81, 73, 72. | Geo. B. Hall.....                          |                               | 437                     | 0 0   |                          |       | 437       | 0 0   |
| 83, 102, 101, 87.             | Thos. C. Lee.....                          |                               | 7259                    | 0 0   | 307                      | 5 0   | 921       | 15 0  |
| 97, 56, 54, 88, 108.          |                                            |                               | 253                     | 0 0   | 253                      | 0 0   |           |       |
| 107, 90, 95, 93, 49.          | J. B. Renaud.....                          |                               | 105                     | 0 0   | 26                       | 5 0   | 78        | 15 0  |
| 57, 58, 59.                   | H. Dubord.....                             |                               |                         |       |                          |       |           |       |
| 66.                           |                                            |                               |                         |       |                          |       |           |       |

A sum of \$10 was deposited at the time of sale, on each of these lots, except those of Messrs. Harrison and John Cochrane.

A. N. MORIN,  
Commissioner of Crown Lands.

Crown Lands Department,  
Quebec, 30th September, 1854.

## APPENDIX No. 3.

## IN CHANCERY.

THE CITY OF TORONTO *vs.* BOWES.

## Trustees—Municipal Councillors.

The Mayor of Toronto, an incorporated city, secretly contracted to purchase, at a discount, a large amount of the Debentures of the City, which were expected to be issued under a future by-law of the City Council; and was himself an active party afterwards in procuring and giving effect to the by-law which was subsequently passed.

*Held*, that he was a Trustee for the City of the profit he derived from the transaction.

The original Bill in this cause had been filed by David Paterson and others against John George Bowes and the City of Toronto. Some time after the decision of the demurrer, (as reported ante page 170,) the Bill was allowed to be amended by substituting the City of Toronto as Plaintiffs, as well as by changing several of the allegations in the Bill; and evidence at great length was gone into, the main features of which, however, as also the facts of the case, appear clearly in the judgment of the Court.

Mr. *Vankoughnet*, Q. C., and Mr. *Mowat*, for the Plaintiffs.

The principle involved is of great importance in this country, governed as it is by municipal bodies throughout the Province; and the decisions already made in this country as well as in England are quite sufficient for the decision of this cause. These Municipal Councils being in fact the governing bodies in their respective localities, the Councillors cannot speculate in the Debentures of their municipalities, even if the Debentures have been issued before they are in office, and without such an arrangement being entered into as is shown to have existed in respect of the Debentures in question here. Here these Debentures were in fact issued by the Plaintiff to himself, he and his partner in the transaction being at the moment he was affixing his signature thereto, as Mayor of the City, the persons really interested in the amount secured by them. The Mayor cannot by any contrivance manage to get into his own hands the property of the Corporation, and make a profit out of it, any more than if he had been expressly constituted a Trustee.

Debentures of the City and Stock are as much the property of the City as any real estate owned by the Corporation. Suppose such an arrangement with respect to leases of real estate as has been shewn to have existed in respect of these Debentures, and after the leases perfected to the lessees the Mayor had obtained an assignment of such leases, it is clear upon principle as well as adjudged cases, that such a transaction would not for a moment be allowed to stand. This is precisely the case here, only that it is in respect of securities, not lands; and it has been decided that purchases by executors at a discount with their own monies, of debts due by the estate, enure to the benefit of the estate, and not of the executors, whatever the intention may have been.

The rule with respect to Trustees not being allowed to purchase trust property has been established by the Courts after the most mature consideration, and with most salutary effect. If it has been found desirable to establish this doctrine with regard to Trustees of individual property, it is much more necessary to hold that it applies to persons holding the fiduciary relation of the Defendant towards these Plaintiffs.

The answer suggests that the same result to the City would have arisen if any other person had purchased these Debentures. We deny that. But the option was never presented to the Council: on the contrary, the facts, instead of being openly and candidly stated to the Council, were fraudulently concealed, and the whole transaction covertly carried to completion by the Defendant; and no doubt can exist, that had the Council been made acquainted with the fact that the Mayor was personally interested in the Debentures, the influence which he no doubt exerted to have them issued would have gone for nothing, and the issue of them never would have been entrusted to him: in other words, they would not have deputed the Mayor to issue £50,000 of the City Debentures to himself.

Apart from the strong evidence of fraud and contrivance on the part of the Defendant in obtaining these Debentures, it is shewn that in pursuance of an agreement previously entered into he did obtain £50,000 of City property, upon which a profit of £8000 or £10,000 has been made: under such circumstances, the universal rule is, that a guardian or trustee will not be allowed to retain the profit thus realized for his own advantage. Defendant was the person intrusted, in common with others, and in this case in a peculiar degree, with the duty of extricating the City out of its then existing difficulties, but he never suggested making the City bonds payable in London, although that course of procedure had been intimated to him: his own private interests prevented him giving that information.

Counsel commented on the facts of the case, and urged that it would be difficult to imagine any case in which the gross impropriety of allowing a municipal officer to traffic in the funds of the City could be more clearly shewn than by the elucidation of the facts of the present case.

Mr. Gwynne, Q. C., and Dr. Connor, Q. C., for the Defendant.

The charges of actual fraud have in effect been abandoned; and the weight of evidence tends to show that the City has been largely benefitted by the transactions complained of. The whole case, and the right of the Plaintiffs to relief, is in substance based on the assumption that the Defendant was the express agent of the city in the various transactions connected with these Debentures; or if not the express agent, then that an implied agency or trusteeship by virtue of his office existed as to this and all other matters in which the City were interested.

The charges of express fraud are unsustainable; but it is argued that if there is no moral fraud, there is legal, constructive fraud, because the Defendant was the agent of the Corporation. But how is this made out? He had no express authority to act in this matter as the agent of the City; if there had been, there must have been a resolution of the Council for the purpose. Mr. Daly's evidence shows distinctly that such a step was indispensable, and would be found to exist in every case in which the Defendant had been appointed an agent for the City; indeed, it is not contended that he was the express agent of the Corporation in any one step that was taken. It is equally untenable, we submit, to allege that he was impliedly such agent; the simple test of that proposition is,—could he, by any act of his, have bound the Corporation? The answer, we contend, must clearly be in the negative. The Plaintiffs cannot sustain their case on these grounds, and must fail, unless they can establish that Defendant filled a fiduciary position with respect to the City, which entirely incapacitated him from purchasing City Debentures. We submit that the evidence clearly establishes that he did not occupy that position, but that he was a public officer for public purposes. If he acted corruptly he would be liable to indictment; but clearly no authority exists for holding that the City would have a right to claim as theirs any money

a Member of the Council might receive or make, whether legally or illegally, in that office, unless at least it came out of City funds, or was made out of City property.

Counsel then argued at considerable length that the Members of the Common Council of a City could not be classed or dealt with in the same manner or upon the same footing as the Directors of a public company—as, for instance, a Railroad Company; that public companies, chartered for purposes of trade or profit, were in reality only partnerships, and the Directors of them were in fact partners, and were the acting agents of their co-partners, and all the strict rules and principles of law concerning partnerships are applicable to them; they could not be deemed volunteers; they were in fact paid, being also shareholders. Now, it is submitted that Members of one of these Municipal Councils cannot be looked upon as occupying a similar position: they are elected, whether they will or not, unpaid, and public officers whose duties are strictly prescribed by the various Acts respecting Municipal Corporations, subject to those high prerogative remedies which could not be made to reach the Directors of a private company. There is no sound principle upon which the City should be considered entitled to the profits arising from this transaction: they did not come out of their property, for City Debentures were their debts, and not their property; they did not come out of the exchequer of the City. If any loss had been sustained, it was the contractors who had suffered such loss, and they are the parties entitled to receive the £10,000 claimed by the Plaintiffs, if any persons are entitled to take it from the Defendant.

We submit, therefore, that no agency or fiduciary relationship ever existed between the Plaintiffs and Defendant, either express or implied, in respect of these transactions; and no loss, either real or constructive, has been or can be shewn to have resulted to the City.

On all these grounds the proper decision to be arrived at is to dismiss the Bill with costs.

The cases principally relied upon in the argument are mentioned in the judgment.

*The Chancellor.*—The evidence in this cause is very voluminous, but in the view which we take of the case the material facts are few, and for the most part free from controversy.

The Defendant was elected Mayor of the City of Toronto in the commencement of the year 1851, and continued to fill that office till the close of the year 1853.

By a resolution adopted on the 25th of November, 1850, the Common Council of the City of Toronto resolved to grant a sum of £25,000 to the Ontario, Simcoe, and Huron Railroad Union Company, in aid of their undertaking, the amount to be payable in Debentures of the City of Toronto, redeemable twenty years after date.

By another resolution adopted on the 18th day of August, 1851, the Common Council agreed to loan to the Railroad Company a further sum of £35,000, not in cash but in Debentures payable twenty years after date, with interest in the mean time half-yearly.

On the 28th of June, 1852, a by-law was passed by the Common Council of the City of Toronto, which authorized the issue of Debentures for £60,000, upon the conditions and under the regulations specified in the previous resolutions; but until the enactment of that by-law, no step had been taken to give effect to those resolutions, and no Debentures had been issued.



The legality of the course then about to be adopted was much questioned in the Council, and two professional gentlemen of eminence were consulted, who concurred in thinking the proposed by-law illegal: first, because the intention to introduce it had not been notified in accordance with the provisions of the statute (a); secondly, because, besides being irregular in form, (b) it failed to provide a sinking fund for the liquidation of the debt, in accordance with the requirements of the statute. But a majority of the Council voted, notwithstanding, in favor of the by-law, and it passed, as already stated, on the 28th of June, 1852.

Long prior to this period the Railroad Company had agreed to assign all Debentures issued in pursuance of the resolutions to which I have adverted to Messrs. Story & Co., the contractors for the construction of the work; and previous to the enactment of the by-law of the 28th of June, and at the latest, as I think, on the 24th of that month, Messrs. Story & Co. had agreed to sell all the Debentures which should come to their hands under that agreement, to the Defendant, at a discount of twenty per cent. This last point is involved in some obscurity, but I shall presently shew that the conclusion which I have drawn is the only one fairly deducible from the evidence.

Shortly after the by-law of the 28th of June had been passed, the Railroad Company found themselves placed in a position of considerable difficulty. On the one hand, to have fulfilled its requirements would, in their opinion, have jeopardized their right to the Provincial guarantee—an object deemed, and I presume justly, of vital importance to the success of the undertaking. On the other hand, to have refused compliance, and thereby forfeited their right to the Debentures, would have involved the contractors in almost hopeless embarrassment, necessitating, as it would seem, the stoppage of their works. It is unnecessary to enquire whether the views attributed to these parties were or were not well founded. The evidence leaves no doubt as to the opinion which they entertained, and the motives by which they were actuated, the only points material to my present enquiry.

To obviate these difficulties, Mr. Berczy, the President of the Railroad Company, proposed to the Defendant, then Mayor of the City of Toronto, that the previous agreement for a loan and gift from the City of Toronto to the Railroad Company should be cancelled, and that in lieu thereof the City of Toronto should purchase 10,000 shares in the Stock of the company from the contractors, and should pay therefor £50,000 in City Debentures, redeemable twenty years after date. This proposition was accepted, conditionally, by the Mayor. He communicated it, on the evening of the same day, to the Common Council, at a meeting of that body convened by him for the special purpose; and the Common Council, at that meeting, adopted a resolution authorising the proposed arrangement to be carried into effect.

In pursuance of this resolution scrip for 9250 shares in the Stock of the company was deposited with the Chamberlain of the City of Toronto by the contractors during the following month (August,) and on the 22nd of September a certificate for 750 shares further, being the full amount of Stock agreed to be transferred to the City.

Previous to the 29th of July, Debentures for £10,000 had been issued under the by-law of the 28th of June. These were accepted in part fulfilment of the new agreement, and the residue were issued at the following periods, namely: in August £23,000, in September £5000, in October £10,500, and on the 10th of November £1500, making in the aggregate £50,000,—the whole amount agreed to be issued.

(a) 14 & 15 Vict., ch. 109, sec. 16.

(b) 14 & 15 Vict., ch. 109, sec. 4.

No new agreement was entered into between Messrs. Story & Co. and the Defendant, respecting the Debentures to be issued under the resolution of the 29th of July. They were treated by all parties as subject to the former agreement. When issued they were deposited by the Chamberlain of the City of Toronto at the Bank of Upper Canada, in accordance with instructions from the contractors; and the Bank of Upper Canada, in pursuance of arrangements made by, or on behalf of the Defendant, paid the contractors 80 per cent. in cash, amounting in the whole to £40,000.

In the mean time the Defendant called a special meeting of the Common Council of the City of Toronto on the 27th of August, for the purpose of taking into consideration a petition to the Legislature, praying to be authorised to issue Debentures for £100,000, in order to the consolidation of the City debt. This petition, which was adopted by the Council, recites the various dealings between the City of Toronto and the Railroad Company, including the purchase of Stock; but it does not ask, except inferentially, that the Debentures to be issued under the proposed statute should be applied to the completion of that purchase.

The solicitor for the City of Toronto drafted a Bill to be introduced into Parliament, based upon that petition; but the evidence does not show whether that draft was submitted to the Common Council, or whether it agreed in substance with the statute subsequently passed. On the 7th of October, however, the Royal assent was given to a statute authorising the City of Toronto to negotiate a loan of £100,000 for the consolidation of its debt; but the 5th section of that statute provides that £50,000 of the sum to be raised should be applied in payment of the Stock purchased from the Railroad Company in the manner already described.

On the 1st of November a by-law was passed by the Common Council of the City of Toronto, which by its first section authorised "the Mayor of the City of Toronto to raise by way of loan from any persons, body or bodies corporate or politic, who might be willing to advance the same upon the credit of the Debentures thereafter mentioned, and the special rate thereafter imposed, a sum of money not exceeding in the whole £100,000, and to cause the same to be paid and applied in the manner prescribed by the Act of the Provincial Legislature authorizing the negotiation of the loan."

Debentures for £82,000 sterling (equivalent, or nearly so, to £100,000 cy.) payable in London, were issued under the provisions of this by-law. The Debentures for £50,000, issued under the resolution of the 29th of July, were then called in, and the holders, the Defendant and Mr. Hincks, received in lieu thereof an equivalent amount of these sterling Debentures. It is admitted that these latter securities were sold shortly after at a profit of £8237 8s. 6d. Of that amount the Defendant confessedly received one half, a share proportionate to his interest in the purchase; and the prayer of the Bill is, that the amount so received by him may be paid to the City of Toronto, the Plaintiffs in the present suit.

In the narrative I have just given, which embraces I apprehend, everything material to the decision of this case, the facts are for the most part undisputed. The precise date of the negotiations between the Defendant and Messrs. Story & Co., and the nature and extent of those negotiations, are, as I have already intimated, the only points upon which any controversy can be said to exist. The Defendant's statements upon these matters are very confused and somewhat conflicting. First, as to the date of the negotiations with Messrs. Story & Co., and the period when those negotiations were communicated to Mr. Hincks, the Defendant on his first examination says: "There was no proposition with them on the subject previous to the letter containing the offer, (the 30th of June.) There was talk about it. No doubt they spoke to me on the subject, but not on the

subject of buying the Debentures. I don't recollect, however, any such conversation. I have no belief that they offered to sell me the Debentures before receiving the letter. I believe I had no conversation with Story & Co. about purchasing the Debentures before receiving the letter." And again, "I had not spoken to the third party upon the matter until after I had received the letter about the £24,000 Debentures, but I may have spoken to him about raising money generally for the City, and I believe I did." On his subsequent examination, however, which took place after an interval of some months, his statement of the transaction is a good deal modified. He then says: "I think the contractors spoke to me about the purchase of Debentures more than two or three days before the date of the letter written by them to me. I don't think I had any conversation about purchasing them myself at all. They spoke to me, perhaps two or three months before the date of the letter, about selling the Debentures, but not to myself, or I cannot tell whether to myself or not. I made no arrangement with them for purchasing Debentures from them, until after I received the letter in question,—I mean the letter of the 30th of June. I sent, I think, a copy of the letter to Mr. Hincks a day or two after I received it. I suppose I made a proposal to him to join me in purchasing them, at the same time. I cannot say whether this was the first time I mentioned the matter to Mr. Hincks. I was at Quebec, and may have spoken to him on the subject before. It must have been in the summer. It may have been a month or two before I received the letter."

This evidence is extremely unsatisfactory. The passages to which I have referred are quite inconsistent; and, confining myself to the latter statement, I find it difficult to determine what is admitted and what denied. Now, as to the date of the negotiations between the Defendant and Messrs. Story & Co., it is plain, not only from the general tenor of Courtwright's evidence, but from particular passages to which I am about to refer, that the letter of the 30th of June was not an original proposition, but the formal completion of a previously existing arrangement. He says: "Before writing the letter we had a conversation with Bowes, two or three days before he proposed to purchase the Debentures at 80 cents on the dollar. We told him we thought he could have them, and he wanted a written proposition, and in consequence the letter was written." Mr. Courtwright says that this negotiation took place only two or three days before 30th of June. Mr. Courtwright is distinct that he had but one interview with the Defendant on this subject previous to the 30th. Now, it is clearly established by Mr. Hincks' evidence, that the communication to which he refers must have taken place prior to the 24th of June, for on that day the Defendant was at Quebec, and the arrangement for the joint purchase of these Debentures at a discount of twenty per cent. was then made between them.

The Defendant's account of the nature of the arrangement is equally unsatisfactory. His statement, if I understood his examination rightly, is, that the arrangement entered into by him related only to Debentures for £24,000. He says: "It was not understood that the proposition in the letter as to the £24,000 should be carried out as to the rest of the £50,000. No subsequent arrangement, however, was made between me and the contractors." And again: "The £40,000 was bought at the same rate as the £10,000, but not under the same arrangement. I cannot say when the second arrangement was made, under which the £40,000 was bought."

Now, some facts connected with this point are quite free from doubt. In the first place, it is quite clear that Mr. Hincks had no communication whatever with the contractors, except through the Defendant. Secondly, the letter of the 30th of June, and the understanding previously arrived at, constitute the only agreement entered into by the Defendant. His language is: "No subsequent arrangement,

however, was made between me and the contractors," and this is asserted repeatedly in the course of his examination. Lastly, the contractors did in fact deposit Debentures for £50,000 at the Bank of Upper Canada, and the Bank of Upper Canada, as the agents of Messrs. Hincks and Bowes, did in fact pay the contractors £40,000 for the Debentures.

Now, apart from the direct evidence, these established facts appear to me to lead irresistibly to the conclusion that the arrangement which preceded the 24th of June must have embraced all the Debentures subsequently transferred. It is unreasonable to suppose that the contractors deposited their securities without having made some definite arrangement. And it is impossible to believe that the Bank of Upper Canada paid these large sums without distinct instructions. The magnitude and character of the transaction exclude any such notion. But as no agreement was entered into subsequent to the letter of the 30th of June, it follows that the whole subject must have been embraced in the previous arrangement.

The direct evidence is not very full, but it leads clearly to the same conclusion. I have shown already from the testimony of Messrs. Hincks and Courtwright, that the negotiations with the contractors must have been previous to the 24th of June; and it is equally clear that both the negotiations and the letter which was the result of them, embraced the whole amount of Debentures to be issued to the Railway Company. Mr. Courtwright says he "sold the whole £50,000 on the same terms, although my letter mentioned only £24,000. The residue of the Debentures was talked about at the original conversation, but no arrangement was made with respect to them."

The Defendant, indeed, although the statements on his examinations are inconsistent, appears to me to admit this in effect. In his answer, when the enquiry is treated as unimportant, I find this passage: "I admit that upon the occasion of proposing to the said City Council that they should convert their engagements with the said Railway Company into Stock as herein before mentioned, I did not communicate to the said Council the fact of the said contractors having offered to sell me any of the Debentures to which the contractors conceived themselves to be entitled, but I say that I had communicated such fact previously to the Finance Committee of the said Council at a meeting of that Committee; and I submit that the fact of such an offer having been made to me by the said contractors, or the fact of my having any interest in such Debentures, were matters wholly irrelevant to the question of the propriety of the said Council adopting such a proposition for the taking of Stock." And his reply to the last interrogatory at the close of his first examination is this: "The remainder of the Debentures beyond the £10,000 were lodged in the Bank on the tacit understanding that the contractors should receive eighty cents to the dollar, according to original offer in the letter."

Upon the whole, weighing the testimony direct and circumstantial, and keeping in mind the significant fact that all the written evidence, from which the whole truth would have been apparent, was destroyed by the Defendant himself, I cannot say that the proper conclusion appears to me to be at all doubtful. I am satisfied that it was perfectly understood between the Defendant and contractors, previous to the 24th of June, that the former might purchase, at a discount of twenty per cent., all the Debentures which should come into the hands of the latter, under the agreement between the City of Toronto and the Railroad Company. Whether that arrangement had taken the shape of a formal agreement at that time, is not material in my view of the case. As to a large amount, indeed, no formal agreement was ever executed. But I have no doubt that a definite understanding existed at the time I have mentioned, and that all the subsequent steps of the transaction were carried out in accordance with that understanding.

Now, assuming the Defendant to have been an agent for the City of Toronto in these dealings with the Railroad Company, the question is, whether the purchase which the Bill in this case impugns can be sustained? My opinion upon this is clear, that it cannot. On the 24th of June none of these Debentures had been issued. There was no by-law then in existence authorizing their issue. The enactment of such a by-law depended of course on the Common Council. On the 28th of June the legality of passing such law was more than doubtful. In that state of things the Defendant took this course:—he agreed to purchase Debentures to be thereafter issued, the issue of which, the prudence, the legality of issuing which, were matters for his own determination as the agent of the City of Toronto. By that act he acquired a private interest, which, in every subsequent step of these transactions was directly opposed to his public duty. I shall have occasion to refer to these steps in detail. But, confining ourselves to the first, it is obvious that he was no longer in a position to consider, with impartiality the question whether the by-law of the 28th of June should be passed, whether the Debentures should or should not be issued, because he had made their issue a matter of personal concern to himself. Now, that course, I am bound to say, was diametrically opposed to the best established principles of equity. The settled rule is, that he who is entrusted with the business of others cannot be allowed to make such business an object of interest to himself. Or, as Lord Eldon expressed it, (a) “A Trustee who is entrusted to sell and manage for others undertakes in the same moment in which he becomes a Trustee not to manage for the benefit and advantage of himself.” This is not a rule of positive law. It does not depend on reasoning technical in its character or local in its application. It is founded upon principles of reason, of morality, and of public policy. It has its foundation in the very constitution of our nature, for it has been authoritatively declared that a man cannot serve two masters, and is recognised and enforced wherever a well regulated system of civil jurisprudence prevails.

The doctrine to which I refer has been frequently applied in this Court to cases which, though not similar in their circumstances (b), appear to me to be quite analogous to the present; and its firm establishment in the equity of jurisprudence of England is attested by a long series of authorities, reaching at least to the time of Lord Hardwicke (c). But, as the applicability of that doctrine to the present case was strenuously denied on the argument, and as the case itself is one of great public importance, it may be proper, perhaps, to open up a little of the principle upon which it rests. In the Governor and Company of York Building Society v. Mackenzie, (d) a leading authority upon this subject, the reasons of appeal were signed by two persons of great eminence, and they appear to me to state the rule itself and the reasons of it, with much force and clearness. The object of that suit was to set aside a purchase made by an officer of the Scotch Courts, termed a “common agent.” The contract was sustained in the Court below, on the ground that the sale was fair in all particulars, and had been long acquiesced in; but the judgment was reversed in the House of Lords, upon the grounds, I presume, set forth in the reasons of appeal, from which I propose to make some extracts. It is there said “the sale in question was *ipso jure* void and null, because the respondent, from his office of “common agent,” was under a disability and incapacity, which precluded him from being the purchaser. The

(a) Exp. Lacey, 6 Ves. 626.

(b) Arthurlton v. Dalley, ante vol. 2, p. 1; Upper Canada College v. Jackson, ante vol. 3, p. 171.

(c) Whelpdale v. Cookson, 1 Ves. Senr. 9; Keech v. Sanders, 1 Eq. Ch. Ab. 741; Exp. Bennett, 10 Ves. 381; Attorney General v. Earl of Clarendon, 17 Ves. 149; Hamilton v. Wright, 9 Cl. & Fin. 111; Benson v. Heathorn, 1 Y. & C. C. 326.

(d) 8 Br. P. C. 42.

office imports a natural disability, which *ex vi termini*, imports the highest quality of legal disability. A law which flows from nature, and is founded on the reason and nature of the thing, is paramount to all positive law. This is not an arbitrary or local regulation; it is the constitution of nature itself, and is as old as the formation of society, and of course it must be universal. It proceeds from nature, and is silently received, recognized, and made effectual, wherever any well regulated system of civil jurisprudence is known."

"The ground on which the disability or disqualification rests is no other than that principle which dictates that a person cannot be both judge and party. 'No man can serve two masters.' He that is entrusted with the interest of others cannot be allowed to make the business an object of interest to himself; because, from frailty of human nature, one who has the power will be too readily seized with the inclination, to use the opportunity for serving his own interest at the expense of those for whom he is entrusted."

"The danger of temptation, from the facility and advantages of doing wrong, which a particular situation affords, does, out of the mere necessity of the case, create a disqualification, nothing less than incapacity being able to shut the door against temptation, when the danger is imminent, and the security against discovery great, as it must be when the difficulty of prevention or remedy is inherent in the very situation which creates the danger. The wise policy of the law has therefore put the sting of a disability into the temptation as a defensive weapon against the strength of the danger which lies in the situation."

\* \* \* \* \* "This conflict of interest is the rock, for shunning which the disability under consideration has obtained its force, by making the person who has one post entrusted to him incapable of acting on the other side, that he may not be seduced by temptation and opportunity from the duty of his trust."

"And the analogy of the law of England appears perfectly to agree in the same doctrine. The cases are well known in the law books, both of England and Scotland, particularly with regard to the purchasing in of debts, with easements and compositions, and the like, where the law obliges the persons in the particular situation of trust, in all things relative to the estate of those for whom they are entrusted, to act for them and not for themselves. The reason is, the law will not allow them to act otherwise for the danger of their situation. And another reason may also be assigned, namely, that the law in no case will permit persons who have undertaken a character or a charge to change or invert that character by leaving it, and acting for themselves in a business in which their character binds them to act for others."

These reasons of appeal were penned before the doctrine, of which I am speaking had been perfectly settled, but they embrace everything to be found in subsequent authorities, and they state the rule of this Court so clearly, and justify it so fully, that I should but weaken their force by any observation of my own.

I do not believe that either of the learned counsel by whom this case was argued for the Defendant meant to impugn this doctrine as applied to a case of agency; but it was said that the Defendant was the Mayor of the City of Toronto, and not an agent for the Corporation, and it was strenuously argued that none of the authorities apply to such a case.

I cannot accede to that argument. Reason and authority are against it. The large estates belonging to the City of Toronto, and the income which they produce, the ample public revenue derived from taxation, all their complicated transactions, pecuniary and otherwise, are under the management of the Common Council. Now it is impossible to deny that these important rights have their corresponding duties. This is in substance and effect a trust. There is no magic in a name.

The Common Council is in fact entrusted with the management of the affairs of the City of Toronto, and I am at a loss to discover why the rule applicable to every other case of trust should not be applied to this. If the rule be one of pressing necessity in cases of ordinary trust, why is it to be abrogated where the trusts are of such vast magnitude and importance? Why is the principle to be held inapplicable when the probabilities of an abuse of trust are so greatly multiplied? Such a determination in a country, the local concerns of which are managed to so large an extent by Corporations of this sort, possessed of such extensive powers, would be productive, in my opinion, of the worst consequences to the moral and material interests of the community.

To be satisfied upon that point it is only necessary to advert to the circumstances of the present case. I have referred already to the Defendant's position in relation to the by-law of the 28th of June, and need not recur to that. But let us consider the next step. In the month of July the Directors of the Railway Company found that it would be impossible for them to carry out the provisions of the by-law of June. They were extremely anxious at the same time to obtain the City Debentures. In that state of things it became necessary that an entirely new arrangement should be made; and, on the 29th of July the President of the Railway Company did, accordingly, propose that the City of Toronto, in lieu of the former arrangement, should become purchasers of 10,000 shares in the Stock of the company. The propriety of this purchase, then, and the terms of it, were questions to be determined by the City of Toronto. But the City of Toronto had entrusted the management of this, as of all other matters, to the Common Council, and every Member of the Common Council, in discharge of that trust, was bound to determine those questions with a single eye to the interests of the Corporation. Now, had Messrs. Story & Co. agreed to pay the Defendant £4000 for his vote in favor of the new arrangement, everybody will admit, I presume, that such a contract would be corrupt and illegal, wholly void. But what was the Defendant's actual position? It is clear that he had, at this time, agreed to purchase, at twenty per cent. discount, all the Debentures which the City of Toronto was then asked to issue; and it is equally clear that he expected and had good reason to expect, a profit of £4000 upon the transaction. Had he not, then, a plain interest to the extent of that profit, in the acceptance of the company's proposition? and in advising its acceptance did he not advise a course from which he derived a personal profit of £4000? It was his clear duty, at the least, to bring to the consideration of the question before him a mind unbiassed by any personal consideration. But his first act was to incapacitate himself for the discharge of that duty. Matters were not weighed in an even balance. Four thousand pounds were at the outset cast into one scale. He made the business of his employers a matter of personal interest to himself, and from that moment just judgment became impossible, for no man can serve two masters.

It is unnecessary to speak in detail of the remaining steps of the transaction, — the petition of the 23rd of August, and the by-law of the 2nd of November. The observations already made apply with increased force to these parts of the proceedings, and they demonstrate clearly, as it seems to me, the propriety, perhaps I should say the necessity, of not excluding cases like the present from the operation of the principle under consideration.

How stands the case, then, upon authority? The reasons of appeal in the Governor and Company of the York Building Society v. Mackenzie, to which I have already referred, appear to me to place the matter in its true light. It is there said: "It is needless to enter into refinements or niceties as to the nature of trusts, or the specific name of Trustee. There is no magic in the term: he is a Trustee (in technical style) who is vested with property in trust for others; but every man

has a trust to whom a business is committed by another; or the charge or care of any concern is confided or delegated by commission. He that is employed by one, either to buy or sell land for him, is in that instance his Trustee, and has a trust reposed in him. The respondent is an agent—that is, he is to act for others, not for himself. All the authorities concentraté in one principle; it is of no moment what the particular name or description, whether of situation or position, is, on which the disability attaches. "*Tutor ait Paulus rem pupilli emere non potest; idemque porrigendum est ad SIMILIA id est ad curatores, procuratores, ET QUI NEGOTIA ALIENA GERUNT.*"

In the Mayor and Commonalty of Colchester v. Lowten (*a*), a case precisely like the present, Sir Samuel Romilly says in argument: "All Corporations are Trustees for the individuals of which they are composed; and in that character are bound to consult the interest of their members. If those who act on behalf of the Corporation cannot apply the funds of the body to their own individual advantage, neither can they appropriate these funds to gratify their passions, or serve the purpose of their own particular party." And again: "The select body is established by the decision at law to be Trustees, mere ministerial agents of the Corporation; and as such bound to exercise their powers for the benefit of the whole body."

In the Attorney-General v. Wilson (*b*), Lord Cottenham says: "The true way of viewing this is to consider the members of the governing body of the Corporation as its agents, bound to exercise its functions for the purposes for which they were given, and to protect its interest and property."

The case before Lord Cottenham was an information at the relation of the Mayor, Aldermen, and Burgesses of the Borough of Leeds, complaining of the misapplication of corporate funds by the governing body of the municipality. That was a case, therefore, very analagous to the present, and the learned judge who decided it refers to what was said in the Charitable Corporation case (*c*) as a clear analogy for his guidance. Now in the latter case Lord Hardwicke treated the governing body as Trustees. He says: "Therefore, Committeemen are most properly agents for those who employ them in this trust, and who empower them to direct and superintend the affairs of the Corporation. . . . . By accepting of a trust of this sort, a person is obliged to execute it with fidelity and reasonable diligence, and it is no excuse to say that they had no benefit from it, but that it was merely honorary; and therefore they are within the case of common Trustees."

In addition to these authorities, great weight must be given to the express language of the Legislature, which appears to sanction distinctly the principle contended for. It is enacted, by a recent statute, (*d*) "that no person having by himself or partner any interest or share in any contract with or on behalf of the township, county, village, town or city in which he shall reside, shall be qualified to be, or be elected, Alderman or Councillor for the same or for any ward therein." Now that is a virtual adoption of the equitable doctrine. Equity had already provided that no person being an Alderman or Councillor could be allowed to make the business of his municipality a matter of interest to himself; and the Legislature has now declared that every person who is in that position is disqualified, and cannot be elected Alderman or Councillor; thus adopting and extending the doctrine long established by Courts of equity.

Upon the whole, we are of opinion that the principle which has been stated is applicable to the present case. No authorities were cited by the learned counsel

(a) 1 Ves. & B. 232.

(b) C. & Ph. 1.

(c) 2 Atk. 404.

(d) 16 Vic., ch. 181, sec. 25.



for the Defendant in support of their argument, and those to which I have referred are quite sufficient for our guidance. Reason and authority equally negative the exception for which the Defendant contends.

Before concluding I will advert briefly to two points, which were much pressed in argument, and to which a large portion of the evidence is directed. It was said in the first place that the Defendant had not made use of his official influence with respect to any of the measures complained of; and secondly, that those measures had been productive of gain, not loss, to the Corporation. I am by no means prepared to assent to these propositions; but though true, they appear to me to be immaterial.

The precise import of the first proposition is not very apparent. Influence is a subtle agent. The mere will of the possessor often brings it into active operation. But when the Defendant, as chief magistrate of the City, convened special meetings of the Common Council, and proposed the measures in question for their adoption, it is difficult to conceive how his official influence could be brought to bear upon the subject more directly.

The argument, however, proceeds upon a misconception of the principle upon which the rule is founded. The question is not, whether he influenced others, but whether he discharged his own duty to the Corporation. Now the Corporation was entitled to his best advice and assistance in the management of its affairs; and to ensure the discharge of this duty, equity incapacitates those who fill such situations from acquiring any private interest opposed to their public duty. (a) In that view the proposition, if true, is immaterial.

It is said, in the next place, that the measures complained of were beneficial to the Corporation. The evidence, in my opinion, negatives that. It is clear from the testimony, particularly that of Courtwright, that the contractors would have sold this Stock for £40,000 on the 29th of July. It is equally clear that the Corporation might have raised that sum, or nearly so, by the issue of a like amount of Debentures. The Defendant was aware of these facts; at least, had the most ample means of information on the subject. Mr. Hincks was then of opinion that the City of Toronto Debentures were worth 96 per cent. The Defendant knew that, and he had sufficient confidence in the soundness of that opinion to become purchaser of the securities on the faith of it. But the Common Council had no knowledge of these important facts, and the measures proposed by the Defendant were, in consequence, adopted. The assertion, therefore, that these measures, were beneficial to the Corporation is, in my opinion, quite unfounded. It is said, however, that the purchase of this Stock at a discount by the Corporation would be destructive of the object which the Corporation had in view, the encouragement of the railroad, and that such an hypothesis is therefore inadmissible. But that is a plain fallacy. The course actually adopted was not more beneficial to the company, though more injurious to the Corporation. The contractors did in fact sell this Stock at a discount of twenty per cent., for they took in payment securities which they sold at that rate. The only difference was, that under the actual arrangement the Defendant realized a large profit, which, upon the other hypothesis, would have belonged to the Corporation.

But we have, in reality nothing to do with the question, whether the Defendant did or did not take an undue advantage of his position. The rule we are about to enforce is a rule of preventive justice. The contract in question must be avoided on general principles, irrespective of that consideration, because to determine otherwise would be, in a great majority of cases, to subvert the rule altogether.

(a) The York and North Midland Railway Company v. Hudson, 16 Beav. 491; Benson v. Heathorn, *ubi supra*.

We declare, therefore, that the Defendant, being a Trustee for the City of Toronto, was incapable of acquiring, and did not in fact acquire, any personal interest in the Debentures which came into his hands under the arrangement with Messrs. Story & Co., and that as a necessary consequence the profit derived from the sale of those Debentures must be paid to the Plaintiffs, with the costs of this suit.

*Esten, V. C.*—This case seems to depend upon two principles: one, that an agent conducting a sale on behalf of his principal cannot stipulate for a private advantage to himself in the same transaction; the other, that a corporate officer, appointed *ad consulendum*, cannot acquire an interest in a matter upon which he has to deliberate in his official capacity for the benefit of others. These principles may be illustrated by example in such a way as to command instant and universal assent. Suppose an agent for the sale of property to contract for the sale of it upon an understanding that he is to purchase it from the buyer; is he not in fact selling to himself? and can such a transaction stand, or the agent retain the benefit thereby obtained? Again, suppose all the leases of corporate property to be about to expire, and the question to be much agitated in the Corporation whether they shall be renewed or the property sold or divided into lots, and let on building leases, and a great difference of opinion to exist among the corporators upon the subject; and suppose the Mayor or other officer of the Corporation to buy up all the leases at a great undervalue, as he would of course be enabled to do under such circumstances of doubt and uncertainty, and then to come to the discussion, and vote upon the question; with the strong bias which must necessarily exist in such a case, could he be allowed to retain an advantage thus acquired? In both instances a breach of duty is committed, and the party committing it is deprived, on a principle of public policy, of the advantages resulting from it, and considered as acquiring such advantage on behalf of his principal, or *cestui qui* trust. There can be but one opinion as to the cases which I have put, and the principles which they are designed to illustrate; and the only question is, whether the case now under our consideration comes within the influence of either of these principles. It appears, from the evidence, that the Defendant, Bowes, on the 29th of July, 1852, made an agreement with the contractors on behalf of the City for the purchase of £50,000 Stock for an equal amount of City Debentures, having previously made an arrangement with the contractors for the purchase of those very Debentures at twenty per cent. discount; he expected of course to derive some advantage from that transaction, otherwise he would not have gone into it. I am satisfied that this transaction cannot be sustained. It was in fact a sale of the Debentures by Mr. Bowes to himself. The transaction was a purchase of the Stock and a sale of the Debentures. It is true that at the time Mr. Bowes entered into the arrangement on behalf of the City he was not the constituted agent of the City for that purpose, and he made the arrangement subject to the ratification of the Council; but when his act was ratified by the Corporation, he became its agent *ab initio*; and I have no doubt that a person who makes a bargain for another without his authority, but in the expectation that his act will be adopted, and with the intention of pressing its adoption upon his intended principal, is subject to all the rules which apply to transactions between principal and agent. I think, therefore, that this case is quite within the principle which I first mentioned, and this view of the matter is sufficient in my judgment to warrant and call for a determination of it against the Defendant. But it is likewise capable of being regarded in another and perhaps a more important light, and one that brings it within the operation of the other principle or rule of the law above enunciated. It appears clearly, from the evidence, that at the time of the transactions in question Mr. Bowes was Mayor

of the city, and that it was an important part of his official duty to deliberate upon such matters as came under the cognizance of the City Council, and to give his best advice upon them for the benefit of the City at large. It also appears, although the circumstance is not essential, and is merely noticed as a make-weight, that his opinion and advice had considerable weight and influence with the Council, probably both from his personal character and his situation as Mayor. I think it would be a breach of duty in a person holding such a position, and having such duties to perform, to acquire any interest in a matter which was to come under his cognizance in his official capacity, and that any gain or advantage thereby acquired must be considered as acquired for the benefit of the general body.

Now it appears to me that previously to the 28th June, 1852, Mr. Bowes had formed a plan for purchasing the £50,000 Debentures to be issued under the expected by-law passed on that day, and had acquired a strong interest in the issue of those Debentures, and that with that interest he went to the discussion of the question whether that by-law should or should not pass. This, I think, was highly improper; and it appears to me that if that transaction had proceeded Mr. Bowes would not have been permitted to retain the advantage acquired by means of it, but that he would have been deemed to have acquired it for the benefit of the City. It is immaterial whether the matter to be deliberated upon is a plain one or not, the principle equally applies. But there were questions to be considered respecting that by-law, upon which a difference of opinion might, and I believe did, exist. It was material to consider whether it was expedient to pass a by-law the legality of which was doubted; and some conditions were attached by it to the gift and loan thereby authorized, and others might have been proposed and become the subject of debate. But who can fail to see that Mr. Bowes went to the discussion of this matter with the strongest interest to promote the passing of this by-law, and to waive all conditions which might endanger or delay the speculation in which he was embarked? The original transaction, however, did not proceed in form, although, perhaps, it did in substance. Difficulties arose in carrying the arrangements respecting the gift and loan into effect, and delay was thereby occasioned, and on the 29th July, 1852, Mr. Bowes, at the suggestion of Mr. Berezy, the President of the Company, proposed to the contractors to substitute a purchase of Stock to the amount of £50,000 for an equal amount of City Debentures, in lieu of the gift and loan contemplated by the by-law of the 28th June previous. This proposal was acceded to by the contractors; and although it appears not a word was said on the subject, we cannot fail to perceive that it was perfectly understood between Mr. Bowes and Mr. Lawmond, with whom the conversation in question was had, that the arrangement already made respecting the £60,000 Debentures should apply to the £50,000 Debentures to be issued in pursuance of the new agreement. Mr. Bowes then attended the meeting of Council at which this proposal was taken into consideration, and assisted at the deliberations which occurred on that occasion; and no doubt pressed strongly upon the Council the adoption of the proposed plan. I have no reason to doubt that the plan itself was beneficial to the City, and that Mr. Bowes thought so, and advised the Council to the best of his judgment and ability; and perhaps the same remark may apply to the passing of the by-law of the 28th June previous. But it must be perfectly obvious to every one that the case might have been far otherwise, and that Mr. Bowes had the strongest interest to advocate the proposed arrangement, right or wrong, because upon its adoption by the City Council depended the success of the speculation in which he had engaged. These transactions on the part of Mr. Bowes appear to me to have been highly improper in a public point of view. They were the germ of

the profit or gain afterwards acquired, and the recovery of which forms the object of this suit; and consequently such profit or gain thus acquired in breach of public duty cannot be retained, but must belong to the corporate body at large, towards whom such breach of duty was committed. The material facts upon which I base my judgment are: 1st, that Mr. Bowes, before the 24th June, formed the plan of purchasing some or all of the £60,000 Debentures, and on that day proposed the speculation to Mr. Hincks, who says in his evidence that the proposal related to a sum of £24,000 Debentures, part of the £60,000, but that their conversation must have extended to the whole £60,000 intended to be issued; 2nd, that Mr. Bowes either before or afterwards, but before the 28th June, had a conversation with Mr. Courtwright, who stated that it was not confined to the £24,000 Debentures then due, but extended to the whole £60,000, but he could not enter into a definite engagement respecting the whole £60,000, as the contractors considered themselves pledged to Mr. Roberts to some extent; 3rd, that the arrangement was carried into effect to the extent of the whole £50,000 Debentures, without any fresh agreement; 4th, that the bargain was definitely concluded on or about the 8th July; 5th, that £5000 of Debentures were received on 30th of July; and 6th, that £25,000 of Debentures were received on the 7th August. An attentive perusal of the evidence will, I think, leave no doubt of the facts I have enumerated, and of other facts material, though not in the same degree, to the decision of the case. The principles of law which I have mentioned as governing the case are so reasonable that they require only to be stated to command universal assent. The cases of *Hamilton v. Wright*, *Benson v. Heathorn*, *Ex parte James*, *Ex parte Bennett*, mentioned by His Lordship the Chancellor, are strong instances of their application. As regards the extent to which relief should be given in this case, I think it should be confined to half the profit realized upon this transaction. If Messrs. Bowes and Hincks had both acted personally in the matter, it could not have been contended that Bowes would have been liable to refund more than his share, and it can make no difference that he acted as the agent of Mr. Hincks in regard to his share. I think the decree should be for payment by Mr. Bowes to the Plaintiffs of his share of the gain or profit, with interest, and that this relief should be given with costs.

*Spragge, V. C.*—There are two leading points upon which, as it appears to me, this case must turn; the first, whether the Defendant was, during the period covered by the transaction in question, an agent and trustee for the Plaintiffs; and the second, whether, if so, the Act which forms the subject of this suit was one which, in the fiduciary relation in which he stood, he was not justified in doing, and to the benefit of which the Plaintiffs, as *cestuis qui trusent*, are entitled in respect of any profit derived by the Defendant from that Act.

In relation to the first point, I do not think it is proved that any special agency was conferred upon the Defendant, in the way of treating with the Railway Company or the contractors in regard to any Debentures to be issued to either of them. The Defendant did certainly take a very active part in all the negotiations which took place on behalf of the City with those parties. This arose from his being, as Mayor, the organ of the City, and probably also from his reputation as an active and able man of business; but it was in that way only, I think, that he came to be the medium of communication between the City Council and the parties with whom they were dealing, and not in virtue of any special agency, for none is shown to exist. Any prominent, active member of the Corporation might have done the same. If the Defendant can be brought to account, it must be, I think, because as a member of the Council he was agent for the City in the management of its affairs, and so a Trustee for whatever interests of the City he might, in that capacity, have to deal with.

The cases of the Charitable Corporation v. Sutton (a), before Lord Hardwicke, the Attorney General v. Wilson, and the Attorney General v. the Earl of Clarendon, are authorities to show that members of a corporate body, whether municipal or not, are Trustees for those whose affairs they are appointed to manage. In the case of the Attorney General v. Wilson, the members of a municipal body are repeatedly styled by Lord Cottenham agents and trustees of the municipality; and among other passages he says: "The true way of viewing this is, to consider the members of the governing body of the Corporation as its agents, bound to exercise its functions for the purposes for which they were given, and to protect its interests and property." In that case there was a clear misappropriation of moneys belonging to the municipality, and in its circumstances it was unlike this case, but the case is very express upon the point that members of the governing body of a municipality are accountable as agents and trustees in cases where an ordinary agent or trustee can be brought to account. And in reason can it be otherwise? for if it can, a large class of interests would be left unprotected by this Court. An individual may generally conduct his own affairs, but a municipality can conduct its affairs only through a governing body; necessarily and constantly its acts, and its affairs are conducted through the agency of others. The body through which this is done is a managing as well as a governing body. Upon what ground can it be said that the members comprising this body are not agents for those whose affairs they manage; and upon what principle can they claim exemption from the rule applying to other agents? They are agents not, only because they have certain duties, essentially duties of agency, to discharge, but they for whom they discharge those duties do actually appoint them their agents. A statute provides the mode in which this is done; prescribing the mode of management, in the City of Toronto, by Aldermen and Councilmen; and the manner of appointment, election by the inhabitants of the City. Here, then, is an agency for the management of affairs, and an express appointment of agents to manage them, and a trust as much and as plainly created by such appointment as by the appointment by one individual of another individual to act as agent and trustee for him; and this agency and trusteeship on the part of members of the governing body of a municipality are in no way impaired or affected by the circumstance of their being other functions legislative or magisterial appertaining to their office, though there being such other functions may sometimes cause the plain duties of agency to be less clearly kept in view.

Upon the first point, then, I can come to no other conclusion than that a member of such a body as the Common Council of the City of Toronto is an agent and trustee, and accountable as such to the municipality whose affairs it administers; and I do not see that a Mayor, Warden, or other presiding officer, is either more or less an agent and trustee—and as such accountable—than any other member of the body.

Then, as to the second point: if the defendant did, during the transaction in question, occupy the fiduciary position which I take him to have occupied, do the acts which he has done constitute a breach of duty—are they of such a nature as to bring him within that rule of public policy which the Plaintiffs seek to apply to them. If within the rule at all, his liability to account, in respect of his acts, stands clear of the question whether or not his conduct has been fraudulently, or morally wrong. The rule is equally applicable to him, whether his conduct stand free from all taint of immorality, or whether he has been guilty of positive fraud; this is a necessary incident of its being a rule of public policy.

I take it to be proved, that before the 28th of June, 1852, how long before it is not very material, the Defendant entered into an agreement with Messrs. Story

& Co., the contractors for the construction of the Northern Railroad, for the purchase from them of certain Debentures of the City not then issued, which, under their contract with the Railway Company, were to be the property of the contractors; for which Debentures the Defendant was to pay them at the rate of eighty per cent. The amount of Debentures which the contractors were then considered entitled to receive was £24,000, but the whole amount of Debentures which at the time were contemplated to be issued by the City on the railway account, and to pass into the hands of the contractors, was £60,000; and the understanding as to the Defendant's purchase was certainly not limited to the £24,000, but extended to the whole amount of Debentures to be issued. The evidence of Mr. Courtwright, one of the contractors, of Mr. Hincks, and of Mr. Ridout, the Cashier of the Bank of Upper Canada, and the manner in which the agreement was carried out by the deposit at the Bank of all the Debentures from time to time issued to the contractors, without further agreement, all show that both the Defendant and the contractors understood that the purchase was to extend to the whole amount to be issued; and that, as issued from time to time, they were to pass into the hands of the Defendant, upon the terms of the original agreement.

The rule within which it is sought to bring the case has been affirmed again and again by equity judges, and is stated in various terms by text writers of reputation.

Lord Eldon, in *Cook v. Collingridge (a)*, says, that "the law will not permit parties invested with a trust to deal with it so as to benefit themselves." And in the same case, "one of the most firmly established rules is, that persons dealing as trustees and executors must put their own interest entirely out of the question; and this is so difficult to do, in a transaction in which they are dealing with themselves, that the Court will not inquire whether it has been done or not, but at once say that such a transaction cannot stand.

In *Ex parte James*, before the same eminent judge, the question arose upon the purchase of part of a bankrupt estate by the solicitor to the commission. In that case there was no imputation of improper conduct, and a full price was given for the property purchased. In giving judgment, Lord Eldon said: "This doctrine as to purchases by trustees, assignees, and persons having a confidential character, stands much more upon general principle than upon the circumstances of any individual case. It rests upon this—that the purchase is not permitted in any case, however honest the circumstances; the general interest of justice requiring it to be destroyed, in every instance, as no Court is equal to the examination and ascertainment of the truth in much the greater number of cases."

Lord Brougham, in *Docker v. Somes (b)*, states the rule thus: "Wherever a Trustee, or one standing in the relation of a Trustee, violates his duty, and deals with the trust estate for his own behoof, the rule is, that he shall account to the *cestui qui* trust for all the gain which he has made."

Mr. Paley, in his treatise on the law of principal and agent says: "It is a fundamental rule, applicable to both sales and purchases, that an agent employed to sell cannot be himself the purchaser; nor, if employed to purchase, can he be himself the seller?"

"The expediency and justice of this rule are too obvious to require explanation. For, with whatever fairness he may deal between himself and his employer, yet he is no longer that which his service requires and his principal supposes, and retains him to be—he acts not as an agent, but as an umpire."

Mr. Lewin, in his work on Trustees, says: "It is a general rule established to keep Trustees in the line of their duty, that they shall not derive any, the least advantage from the administration of the property committed to their charge."

(a) Jacob, 620.

(b) 2 M. & K. 664.

Fonblanque, in his treatise on equity, states the principle of the decisions to be, "that a Trustee shall not be allowed to raise in himself an interest opposite to that of his *cestui qui trust*" (a).

And Mr. Spence, in his more recent treatise on the same head, states the rule broadly, thus: "When a Trustee or other person standing in a fiduciary character, makes a profit by means of any transaction within the scope of his agency or authority, that profit belongs to the *cestui qui trust*."

In some of the passages which I have quoted, the principle itself is stated; in others the consequences flowing from the principle; and in others, again, instances of the application of the principle; and in regard to these instances they are not given as the rule, but as falling within the rule.

The application of the rule in *Benson v. Heathorn*, which has been already referred to, has a close affinity to this case. There, as here, the individual brought to account as a Trustee was one of several, and the duty of the Trustee to place himself in no position which would not leave his judgement unbiassed by his personal interest is very distinctly recognised and acted upon. Sir James Knight Bruce, in alluding to the anomalous position of such a Trustee, says: "One of these very Directors becomes himself the person whose conduct and accounts it is his duty to superintend, to check, and to watch; at once, therefore, to put the case at the very lowest, and in a manner most favourable to Mr. Heathorn, paralysing him as a director in this respect, and leaving the company, as far as these important matters were concerned, under the protection of but five, when they believed themselves to be under the protection of six."

The enquiry in this case is whether the Defendant, standing to the City in a fiduciary character, and contracting for the purchase of Debentures from Messrs. Story & Co., placed himself in a position where his own interest might conflict with that of the City; and whether he made any profit in dealing for himself with that which he had to deal with as an Alderman of the City; and the dealing with which in that capacity might redound to the benefit or the disadvantage of the City, according to how it was dealt with by those who were the City's agents to deal with it. It is clear that the dealing with the issue of these Debentures, deciding upon what should be issued, at what time, and upon what terms, was a matter within the scope of the agency or authority which the Defendant, in common with other members of the City Council, exercised; and it is equally clear that the City was entitled to the unbiassed, disinterested judgment of each and every one of those to whom such agency and authority were confided. Then, to apply the principle, did the Defendant's agreement and understanding, in reference to the purchase of the Debentures, leave him in a position to act for the interests of the City, unbiassed by private conflicting interest? The question is not whether he allowed his private interests to warp his judgment, and to prevail over the duty which, as an agent, he owed to the City,—a question impossible to solve, but whether, by his agreement for the purchase of the Debentures, he raised up a private personal interest in himself which conflicted or might conflict with the interests of the City. No other rule would be a safe one; for when a man views his duty to another through the medium of his private interests, it is human nature that his vision of the former should be imperfect, if not distorted.

Now, if the Defendant knew, or expected that a profit, more or less, would be realized by him upon every £1000 of City Debentures which might be issued, is it not obvious that he had a direct interest in using his position in the Council to cause as many thousand pounds of Debentures to be issued as possible, and that whether needful or advantageous to the City, or the contrary? And is it not equally obvious that he had a direct interest in having Debentures

(a) 2 Fonb. 189, note 2.

issued in such a mode, at such a time, and payable at such a place, as would be most for his advantage, as the prospective holder of such Debentures, although upon all these points the interest of the City might be directly opposite. His duty as agent was to advise and vote in regard to the issue of the Debentures with a single eye to the benefit of the City, to have as few issued as might be consistent with its engagements and its interests, and upon the best terms possible; his interest was to have as large an amount issued as possible, and to have them issued upon terms the most favourable, not to the City, but to the holder of the Debentures, that holder being himself. At the least then, his position as agent, his fiduciary character, was as Sir J. Knight Bruce puts it, paralysed by his private and conflicting interest. I should say it was more than paralysed, for he had made it his interest to advise and vote against the interest of the City wherever, in relation to the issue of these Debentures that interest conflicted with his own.

I do not think there is anything in the circumstances of the agreement with the contractors not being absolutely for more than £24,000 of Debentures; the understanding, which I cannot doubt from the evidence, existed, as to the purchase of whatever further Debentures might be issued to the company, was calculated to have the same influence in its nature, if not in degree, upon the advice and acts of the Defendant in the Council in reference to the issuing of the Debentures, as if there had been a positive agreement for the whole amount.

It is a matter not affecting the principle which must govern this case, whether the Defendant did or did not advise and act as a member of the Council with a sole view to his private interest, or, as far as we can see, with a view to the public benefit; it is enough that he entered into a transaction which placed his private interests in conflict with the interests of the City; any other ground of decision would be unsafe, and would necessitate inquiries to which no Court on earth is competent.

The concealment and denial by the Defendant of his being concerned in the purchase of the Debentures, it was not, in my view, necessary to prove. It may however, have been thought material in the view of excluding the Defendant from the rule (or rather, the exception to the general rule) which allows an agent, in certain cases, to deal with his principal in respect of the thing which is the subject of the agency, when every fact and circumstance connected with it known to the agent are fully disclosed to the principal.

My idea, however, is, that in no case can an agent, in the position of the Defendant, contract with his principal; for who is the principal to whom he is to make known all that is known to himself, and who is to consent to treat with him, notwithstanding his character of agent? Not the other members of the same Council, for it is not their agent that he is, but they are his co-agents, and he and they are the agents of the whole body of corporators, the inhabitants of the City, and it is manifest that between them and their agent no such communications could be made as are required in such cases between principal and agent; nor is there any mode by which the assent of the corporate body to treat with its agent could be ascertained. And another condition to such dealing must also be necessarily wanting, for the agent so dealing with his principal cannot at the same time be agent for his principal, but must divest himself of that character, and place him, as it is termed, at arm's length; but an Alderman or Councillor, as long as he is so, necessarily continues agent, and cannot occupy such a position as to enable him to treat with his principal for himself, in respect of any matter which is the subject of his agency. I think, therefore, that if the Defendant had been perfectly open and had freely informed the Finance Committee and the Council of everything known to himself in relation to City Debentures, and his own position in regard



to these Debentures, he still could not have purchased them; for his principal, the City, had a right to his services and his judgment as agent, which were at the least nullified by his interest in the Debentures; and the mischief that would result, were the law otherwise, is palpable enough, for several members of the Council might place themselves in the same position, and thus a door might be opened to the most improper practices, which would be likely to prevail in proportion to the number, whose judgment, as agents and trustees, might thus be perverted by their individual interests.

A case was put in argument in illustration of this case, which clearly falls within the rule which is invoked here. The case put was, of a member of a municipal body, such as the Common Council of Toronto, becoming a lessee of city property. It is plain that such a practice would be open to the greatest abuse, which could only be mitigated, not prevented, if the letting were by auction, and to all appearance fair and open. And if authority were necessary to shew that a lease so obtained could not stand, when impeached in a Court of equity, that point is clearly established by the Attorney General v. the Earl of Clarendon. The information was against the Governors and Head Master of Harrow School, and alleged mismanagement in several particulars: among other things it was charged that a small piece of land and a barn, part of the property of the school, was let to a Mr. Williams, one of the governors (the number of whom appears to have been six) at an undervalue; the letting at an undervalue was denied, the governors alleging that they received the full rent, and a higher rent than was offered by any other person. Yet this is Lord Eldon's language: "As to the lease to Williams, though nothing wrong in regard to it is, in a moral point of view, imputable either to him or the other governors, yet, according to the general rule which this Court adopts for the purpose of guarding against possible fraud, he could not become a lessee of the lands which, as governor, it was his duty to let to the greatest possible advantage; therefore, if the premises are still in his possession, he must deliver them up; and he must be charged with the full value, if it shall appear that the rent he has paid fell short of that full value." It can hardly be necessary to say that the principle is equally applicable to the case of a lease taken by one of sixty Governors or Councillors, or Directors, or other agents or trustees, by whatever name called, as when taken by one of six.

The case establishes this, that when one of a body of agents raises up in himself an interest opposite to that of his and their principal, he shall not retain any advantage growing out of it, although, so far as appears, his private interest did not prevail over his duty to his principal, and his principal was not prejudiced by the act.

An objection made by counsel for the Defendant in this case was, that here there was no property of a *cestui qui* trust dealt with by a trustee or agent, and that therefore the rule does not apply; generally, indeed, there is such property, but such is not always or necessarily the case. The case referred to by Lord Eldon in *Ex parte James*, of a Trustee having fairly and honestly endeavoured to get a renewal of a lease to his *cestui qui* trust, and the lessor positively refusing to treat for a renewal on his account, the Trustee, as he very honestly might, as Lord Eldon says, took the lease to himself. The Court held that a lease so taken must be for the benefit of the *cestui qui* trust, and should be destroyed rather than that the Trustee should hold it himself under the circumstances. There was no property in the *cestui qui* trust, if the lessor had a right to refuse and did refuse to renew the lease for his benefit. Again, in the case of an agent to purchase, the agent in treating for the land is not dealing with the property of his principal, though, after a purchase effected in the name of the agent, a Court of equity holds him to be a Trustee for his principal; nor is there, that

I can see, any necessity or reason for narrowing the rule in the manner contended for. Property is not a necessary element of transactions between principal and agent; and if there may be agency, of which property of the principal is not the subject, as certainly there may, I cannot see upon what grounds such an agency can be excepted from the general rule.

The rule which has been considered in this case is a comprehensive one, and rests on the soundest principles of public policy and morality. The application of the rule may in some instances have appeared to bear hard upon individuals who had committed no moral wrong, but it is essential to the keeping of all parties filling a fiduciary character to their duty, to preserve the rule in its integrity, and to apply it to every case as it arises, which justly falls within its principle. Again, it is not to be denied that acts and conduct are treated in Courts of equity as against good faith, and as morally wrong, which in the judgment of many are considered fair and allowable. Upon this point Vice Chancellor Sir William Page Wood, in a recent case (*a*), held the following language, in which I heartily concur. He said: "The standard by which parties are tried here, either as trustees or co-partners, or in various other relations which may be suggested, is a standard, I am thankful to say, far higher than the standard of the world."

The rule applied to this case,—admittedly a most salutary rule,—is to the full as applicable to this country as to England. To deny its application to municipal bodies would be to deprive it of much of its value; for the well-working of the municipal system, through which a large portion of the affairs of this country are administered, must depend very much upon the freedom from abuse with which they are conducted; and it is obvious that nothing can tend more to correct the tendency to abuse than to make abuses unprofitable to those who engage in them, and to have them stamped as abuses in a Court of justice.

In reference to the application of the principle to Corporations, Lord Cottenham, in the *Attorney General v. Wilson*, pointedly said: "Why may not a Corporation, upon the same ground, have the same relief? Why are they alone to be denied the exercise of this, the most important jurisdiction of this Court? Certainly not because their affairs do not require it."

The tendency to abuse may indeed be in part corrected by public opinion, but public opinion itself is acted upon by the mode in which Courts deal with such abuses as are brought within their cognizance. It has been well observed that the view taken by Courts of equity with regard to morality of conduct among all parties is one of the highest morality; and this cannot fail, I think, to have a salutary effect upon public opinion itself, just as, on the other hand, if a low standard of morality were presented by the Courts, its inevitable tendency would be the demoralization of the public feeling in regard to transactions of a questionable character.

I take these considerations to be not out of place in applying a principle founded upon public policy. The evil to be corrected is an abuse of trust, and that evil can be corrected only by the application of a general comprehensive rule to all cases falling within the principle of the rule. With such a rule, so applied, and the fact of its existence and application present to the public mind, not only are abuses corrected when brought before the Court, but the tendency to abuse is diminished by its being liable to correction; and by the effect produced on the public mind by the recognition and enforcement of a sound and moral principle.

With respect to the amount for which the Defendant is accountable, I agree that it is the profit which he has made out of the transaction, not the profit made

(a) *Blisset v. Daniel*, 18 Jurist 128.

by Mr. Hincks as well as himself: the latter indeed is treated in the Bill as the remuneration to Mr. Hincks for his agency in the matter, leaving the former as the only profit and advantage made by the Defendant; and it is only in respect of that that the Bill seeks an account against him, for it charges £5000 as the sum of which the Defendant has illegally possessed himself, and as the sum wrongfully and illegally diverted from the funds and uses of the City; and it prays that the Defendant may be ordered to restore and repay to the Corporation the funds so diverted and misappropriated by him. I have no doubt that the frame of the Bill and the relief prayed for were well considered by the learned counsel who has signed it; and I do not think that he has asked less than he is entitled to. I think the Plaintiffs entitled to the relief asked for, with costs.

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APPENDIX No. 4.

Deposition taken *viva voce* in Court on 12th Sept., 1853, on part of the Plaintiffs.

*John George Bowes*, sworn—saith, I am Mayor of Toronto.—This is the 3rd year of my Mayoralty.

I know the Plaintiffs, Patterson, Lepper, Miller, Sargeant and Watson. Patterson and Lepper are electors: I believe Miller is an elector; also Sargeant. All the Plaintiffs are inhabitants of Toronto, and rate-payers, I believe. I don't think Watson resides in the City. They have all been inhabitants and rate-payers some years, except Watson, as to whom I don't know.

I recollect the circumstance attending the taking £50,000 Stock in the Northern Railway Company by the City. The proposition came through me, suggested by Mr. Berczy, the President of the Company. I made an offer on the subject, subject to the approbation of the Council. I made the proposition, and it was accepted by Mr. Lawmond. I had only one conversation on the subject of the proposition with Mr. Lawmond who was one of the contractors. I had a conversation also with Mr. Berczy before communicating the matter to the Council. I think Berczy was present when the proposition was made, or before it was accepted. The conversation lasted only a few minutes. No communication had taken place previously on the subject with the Council. The City was to give Debentures for the Stock,—Debentures of the City, amounting to £50,000, the same amount as the Stock. It was arranged between me and Mr. Lawmond that he should take £50,000 Debentures for £50,000 Stock, and the Company should cancel the agreement for the bonds and oan for £25,000 and £35,000 respectively.

I did not know what use the contractors were to make of the Debentures. Lawmond was acting on behalf of all the contractors. They had previously made to me an offer to sell £24,000 Debentures. There had been a grant of £60,000, and £24,000 was the amount then due. The offer was two or three days after the by-law passed. There was no proposition with them on the subject previously to the letter containing the offer. There was talk about it. No doubt they spoke to me on the subject, but not on the subject of buying the Debentures. I don't recollect, however, any such conversation. I have no belief that they offered to sell me the Debentures before receiving the letter. I believe I had no conversation with Story & Co., about purchasing Debentures, before receiving the letter. I believe there was a conversation a day or two before, in which they offered to sell the Debentures, the £24,000. I don't recollect any other conversation before the letter in which the offer to sell the Debentures. I don't recollect whether the letter was written at my suggestion or not. On receiving the letter

I had a meeting of the Finance Committee called, and urged to them the expediency of themselves purchasing these Debentures, but they unanimously refused to do so. There is no minute of that meeting. It was soon after the letter was received. Messrs. Thompson, Hutchinson, Sheard, myself and some others were present at it. I did not shew them the letter. I stated to them that the offer of the £24,000 had been made to myself at 1 per cent. per annum discount. The City had not then funds to take up the Debentures. I said to them they ought to get a credit, but did not suggest any method of doing so, and they made no suggestion,—would have nothing to do with the matter.

I don't think any agreement was made before the 29th June, 1852, as to what amount in cash was to be paid to the contractors. They offered them at 80 cents upon the dollar to me on £24,000. It is asked "whether this offer was accepted." That question is objected to—Not put.

Witness proceeds:—The offer was made to and accepted by me to take £24,000 Debentures at 80 cents to the dollar. Not on my own account. I accepted the offer eight or ten days after it was received. No arrangement was made as to what the contractors should receive on the rest of the £50,000 Debentures. Only £10,000 of the £24,000 were issued. This was after the acceptance of the offer. The money was paid over to the contractors for £10,000 Debentures at the rate of 80 cents to the dollar. No similar arrangement was carried into effect as to the remainder of the £24,000. The arrangement of 80 cents to the dollar was the arrangement carried out throughout the whole £50,000 Debentures, of which £40,000 were issued after 29th July, 1852, and the £10,000 before. £50,000 Debentures were issued for £50,000 Stock. All that the contractors received in money for the £50,000 Debentures was £40,000. I did not buy the £50,000 Debentures for myself. It was not understood that the proposition in the letter as to the £24,000 should be carried out as to the rest of the £50,000. No subsequent arrangement, however, was made between me and the contractors. £10,000 of the £24,000 was purchased by me at 80 cents to the dollar, and the remainder of the £50,000 Debentures were purchased at the same rate, but not under any arrangement with me. I was interested in this arrangement under which the £40,000 were purchased. I had the same interest in the £40,000 as in the £10,000. There was not a profit made to my knowledge by any body upon the transaction of £10,000. I think there was a profit of £5000 made on it. I think not £9000. I think as much as £8000 was made, or thereabouts. This entered into the business of the firm of Bowes & Hall, of which I am a member. The share of the firm was £4000, or half of the profit that was made. The other member of the firm is John Hall. I am entitled to five-eighths of the profits of the business, or thereabouts, as I believe. This sum has gone into the business of the firm, like any other moneys of the firm. This was a partnership transaction from the first. Hall expected to have the benefit from the first.

I think the Debentures, as signed, were sent to the contractors to be filled up. When completed they gave an order that they should be lodged in the Bank. They were signed by me before they were filled up. I think the Chamberlain signed them afterwards. That is the practice. I believe all the Debentures were deposited in the Bank of Upper Canada. £2500 were kept by the Chamberlain by the direction of the contractors, but afterwards they were sold like the rest. Some of the Debentures were lodged in the Bank by the Chamberlain, by the direction of the contractors. I don't know or believe that they all were. I think these directions were given from time to time.

The £40,000 Debentures were bought at the same rate as the £10,000, but not under the same arrangement. I cannot say when the second arrangement

was made, under which the £40,000 were bought. I was not aware of it at the time, but subsequently I was made aware of it. I can't say whose money it was with which the contractors were paid.

*Monday, 13th September, 1853.*

*Examination of Defendant Bowes resumed.*—I think £8000 was the exact profit made, or very close to it. The Debentures did not bring par. Drafts were drawn on Glyn & Co., of England, for the amount, or nearly the amount necessary to pay the contractors for the Debentures. The drafts were for 70 per cent. of the amount of £50,000. This I learn from the Cashier of the Bank of Upper Canada.

These drafts were cashed by the Bank of Upper Canada here, and the money paid by the Bank to the contractors. I believe the Debentures were placed as a collateral security at the Bank by the person who drew the drafts. I speak here of the Debentures issued under the Resolution of Council, of July, 1852, and the By-law of June, 1852; not of the Debentures issued under the By-law of October. There was a letter of credit from Glyn & Co. The offer to purchase the Debentures was made by me for a third party, and that third party drew the draft on Glyn & Co.

The arrangement originated in the contractors proposing to me to purchase the Debentures; and I then made the offer to the third party, and his acceptance was communicated through the Bank of Upper Canada; and I communicated the acceptance to the contractors. I mentioned no name to them, but said that the Bank of Upper Canada would pay for the Debentures at 80 cents to the dollar. I took the contractors to the Bank. I did not mention to the contractors the name of any other person unless Bowes & Hall. I informed them that the purchase was not made for myself. At the same time Bowes & Hall were interested to the extent of one-half of the profit made by the transaction. I proposed to the third party to enter into the transaction. I told him what the Debentures could be bought at, and added that I thought by keeping them some profit might be made of them. I intended to advance funds of the firm. I could not have raised beyond £10,000 but for the assistance of the third party. In consequence of the drafts being drawn, I advanced no funds of my own, or of the firm. The security of the firm was at first given to raise £10,000, or a little more, but that was replaced by the drafts. I gave a letter of credit to advance that sum to the Bank, and that sum was raised upon my letter of credit. The Debentures were not deposited till afterwards. I believe the letter of credit was only to enable the contractors to get the money until the drafts should be drawn in England. The drafts were drawn, I think, between the 21st and 31st. July, but I do not know of my own knowledge when they were drawn. I understood it was Glyn & Co's money that authorised the drafts, or rather the letter of credit sent over by Glyn & Co. My belief is that Glyn & Co. had placed funds to the amount of the letter of credit, at the disposal of the third party of whom I have spoken. I take this to be the nature of the letter of credit. I never saw the letter of credit. I suppose the Debentures were deposited in the Bank as collateral security to Glyn & Company. I do not know that Glyn & Company had any profit on the transaction beyond the usual per centage on the drafts. I do not know that any person other than my firm and the third party had any share in the profits of the transaction. I believe there was no other.

I did not make the proposal to the third party for the benefit of the City. I had previously recommended to the Finance Committee not to allow the Debentures to issue, but to take them themselves, as their legality had been questioned, and I thought that issuing them would be injurious to the City; and I thought then, that I had a right to purchase them, as any private merchant might. The Finance Committee refused to adopt my suggestion. I did not tell them how money might be raised.

I had not spoken to the third party upon the matter until after I had received the letter about the £24,000 Debentures, but I may have spoken to him about raising money generally for the City, and I believe I did. I am convinced that I had not spoken or written to the third party about purchasing these Debentures. I wrote to him very shortly after seeing the Finance Committee, perhaps the day following. I mailed the letter to him. I do not recollect sending a letter by Mr. Cotton to him. I believe I did not. I wrote several letters on the subject to this person, and I received one or two, or more from him. I cannot say how many. I destroyed the letters from him, as private letters. It was a business transaction. I have been a merchant in large business for many years. It is not the habit of men of business to destroy letters unless those marked private. Those so marked we do not keep. I think I kept no copies or drafts of the letters I sent, but I entered portions in a memorandum book. The drafts may have remained for a day or two. I should say that I marked my letters to the third party private, and that the letters to me were so marked, or I should not have destroyed them. Those I received may have remained on my desk for some time. I do not think I preserved any for one month, but I cannot swear that I did not. It was on my private desk that letters remained. No one but myself wrote at it, except my partner, when at home. I cannot swear that some of the letters may not have been destroyed after this suit was commenced. There was no desire expressed either by myself or the third person, that the thing should be kept private. I did not before give the explanation which I now give, because a persecution was got up against me in the City, through newspapers and otherwise, assailing me in respect of the transaction. This persecution was after the correspondence, and was not the cause of the letters being marked private. I wished the transaction to be kept private, just like any other business transaction. An additional reason was, that a third party was concerned as a purchaser, whose consent that it should be otherwise than private has not been obtained or asked for.

I have not yet found the memorandum book in which portions of the letters were entered. I cannot recollect when I saw it last, it was not filled up. I did not recollect it till after I had made my first affidavit. When I recollected it I went to my Counsel, and then I did not know but what I had it. I searched for it after seeing him. I had made some search before.

I never communicated to the Finance Committee or to the Council anything about the arrangement I had made with the third party for the purchase of the Debentures. I thought I was under no obligation to do it.

Counsel advised that the Debentures issued under the By-law of June, for the issuing of £60,000 Debentures was not valid. The City Council thought they might legally exchange City Debentures for Stock. Before the passing of the By-law the opinion of the Council against its legality was communicated to the Council. The opinion of two Counsel for the contractors, the other way, was also before the Council. It was thought in the Council that they could purchase Stock with City Debentures. I have not seen the opinions in favor of the By-law. The contractors were willing to take the Debentures notwithstanding the doubts as to their validity. I never doubted their validity, and was willing to purchase them. I think the third party was aware of the adverse opinions. It was mentioned in Council, that if the Debentures were illegal an Act of Parliament might be obtained to legalize them. The Council petitioned for an Act enabling them to substitute other Debentures for them. I think a Petition was drafted about the 9th June. I think it was only before the Council once, a notice given and the petition adopted, probably at the next meeting of Council. The draft of the Act was prepared by the City Solicitor. I was in Quebec when it went down, and spoke to some members about it.

A proposition came from England, I believe to purchase the Debentures issued under the By-law of October. I do not know and never heard who purchased those Debentures. I know nothing of the offer for the purchase of the £100,000 of Debentures till it came to me officially, and I communicated it to the Council. I believe that communications passed between the third party here and the parties in England, who offered to purchase, before the offer to purchase. I do not know that it was before the offer to purchase. I learned from the third party that £8000 was the amount of the profit made on the sale of the Debentures of which I have spoken. I do not know it otherwise.

£100,000 of new Debentures were issued, £50,000 of which went to redeem the £50,000 of old Debentures issued, and for the other £50,000 the City got that amount of cash. The new Debentures were payable in England in sterling money. The old ones, I think, were payable at the Bank of Upper Canada here. The difference of exchange between England and here varies somewhat. Usually from 9 or 11 per cent., usually 11 or nearly that.

I was absent from Toronto in the early part of October to the 10th. I do not know why any of the old Debentures were issued after the passing of the By-law of October. The contractors received only 80 per cent. on the dollar upon those, as well as upon those previously issued. The contractors would, no doubt, have received 80 cents to the dollar from the Corporation, upon those Debentures as well as from any other quarter.

I suppose I knew of the passing of the Act as soon as it was passed. I was at Quebec at the time. It had passed the two Houses, I think, before I left Quebec; and I think it was my impression when I left that it had; and when I was leaving Quebec the Governor was at the House giving his assent to Bills. I believed, when I left, that the Bill had received, or would receive, the Royal assent that day.—That was my impression.

In writing to the third party I may have said that the Council could get the £50,000 Debentures legalized, and that they were pledged to the contractors to get them legalized. I believe nothing was said in the Council as to whether they should be legalized by Act of Parliament or how.

I think, when I was about going to Quebec about railroad matters, it was suggested in Council that I should endeavour to get an Act legalizing the Debentures, and to enable us to effect the loan, which we had asked for eighteen months before. This was some time before the Petition was sent down. I cannot say whether this was before or after the passing of the By-law of June, 1852.

I do not recollect forming any opinion as to what Debentures issued under the Act would sell at, whether at par or not. I may have said they were worth par. I do not recollect when our proportion of the profit made on the Debentures was received by our firm. I think the sum was £4000, within a few shillings. I have not my books here. I mean the books of Bowes & Hall. That sum is regularly entered in the books of Bowes & Hall. Our firm has no papers relating to the transaction, except the one produced.

*Explanatory Statement.*—The only arrangement made by me with the contractors was that they should take £50,000 Debentures for £50,000 Stock, and cancel the agreement for the gift of £25,000 and the loan of £35,000. I considered that on these terms I was getting the Stock at 1 per cent. in the pound. I considered that it was the most advantageous bargain that could be made for the City. Not a word was said between me and the contractors about the value of the Stock.

*Explanatory Examination.*—The City was under obligation to make a gift to the railroad of £25,000. Afterwards they came under an engagement to loan to them £35,000. These two sums, amounting to £60,000 were the subject of a

By-law passed on the 25th June, 1852. The legality of this By-law was doubted on the ground of its not providing a sinking fund for payment of the amount. The By-law was not published. It was supposed that the Railroad Act authorized such a By-law. The contractors were anxious to receive the Debentures for the £60,000, notwithstanding these doubts, to meet their pressing demands. At the time this By-law passed, or afterwards, there was no arrangement between me and the contractors which would have precluded them from disposing of the Debentures in any way they pleased. Soon after the By-law passed, the Debentures became the property of the contractors as the work proceeded, so far as the City was concerned. They could compel the City to issue the others on compliance with the conditions: they could not in good faith have been withheld from them. At the time the letter was written to me by the contractors, containing the offer of the £24,000, there was no arrangement between us for the conversion of the gift and loan into Stock. That was an after-thought, arising from the difficulty about the security: and the proposition for it emanated from the President of the Company. The exchange was a loss to the contractors. They lost the gift of £25,000, and a loan of £35,000, and gave the City £50,000 Stock instead. The City gained proportionably.

The Debentures were absolutely purchased from the contractors. There was no arrangement with them at any time for their redemption. The arrangement for the purchase of them was subsequent to the Finance Committee refusing to have anything to do with them. From that time I considered that it was open to any private person to buy them.

The By-law of the 19th October was passed, I think, at the suggestion of the Solicitor. It was supposed that the resolution was binding on the City. The Debentures were issued for £60,000 under the By-law notwithstanding the conversion into Stock. The contractors were entitled to receive them as the work progressed. They were issued to the contractors as they transferred the Stock.

Previously I had endeavoured to effect a loan for the City at par in England, but never succeeded. I think now the City Debentures would not fetch par. The City could have offered no security which would have induced a third person to enter into an agreement whereby par could have been obtained for the Debentures.

As to the memorandum book that was lost; I made every search for it without success.

There was never any contract, arrangement or agreement whatever between me and the contractors, and the transaction relating to the Debentures should be anything but a *bona fide* and absolute sale.

*Re-Examined.*—The conditions I have mentioned related to the certificates of the Engineer as to the progress of the work. There was also a condition that the engagement for the gift and loan should be released. Formal releases were afterwards executed by the Company. I don't know when this was done. I may have signed the Debentures before this was done, but I don't know. They are never signed without an Order in Council, and I always know that that is right.

I don't suppose that there would have been any objection on the part of the contractors to take the £40,000 from the City as well as from me, if the City would have done it. In fact, I think they would rather have done so.

There was no arrangement with the contractors further than the letter binds them.

I should think it would have been possible to sell the Stock at 50 per cent. discount at the date of the Resolution. The gift of £25,000 belonging to the contractors, as I understood. They suffered the loss. It was made over to them by the Company.



I am speaking of Debentures payable here as being at a discount. We have not since endeavored to sell Debentures payable in England. City Debentures have been stated in the "Globe" newspaper to have been quoted in England at 3 per cent. premium. I don't know whether it is so.

*Per Cur.*—There was no fresh arrangement made with the contractors after the letter offering the £24,000. The whole transaction proceeded on the basis of that letter. The contractors were not bound beyond the £24,000. They could have sold the Debentures to any other party. Before the loan of £100,000 was taken up the Debentures had passed out of my hands. I was only the owner in part. The rest was held by the other party. I did not interfere with the Debentures after the letter of credit of Glyn, Halifax & Co. was received. I did not abandon all interest in them.

*By Mr. Vankoughnet.*—The remainder of the Debentures beyond the £10,000 were lodged in the Bank on the tacit understanding that the contractors should receive the 80 cents to the dollar, according to the original offer in the letter.

(Signed,) J. G. BOWES.

*Thomas Gibbs Ridout*, called by Plaintiffs.—I am Cashier of the Bank of Upper Canada, and have been so for a number of years.

I know some of the Plaintiffs, and have heard of the rest of them, I know Mr. Bowes, I know Mr. Cartwright and Mr. Lawmond, members of the firm of Story & Company.

I was applied to last year, I think in the latter end of June, in regard to the negotiation for certain City Debentures on behalf of the contractors. I think the first I heard of it was a letter from Mr. Hincks to myself. No Debentures had then been offered to the Bank. I do not know whether any had issued at that time. The purport of the letter was that Messrs. Story & Company had engaged to sell £50,000 of City of Toronto Debentures at 20 per cent. discount, and he wished that the Bank would assist him in the negotiation—that Glyn & Co. had desired to have the Debentures at the Bank at their security—that Mr. Hincks would be authorized to draw upon Glyn & Co., upon Bank certificates being sent of the Debentures being deposited for something less than 80 per cent. of the amount of the Debentures; and Mr. Hincks wished the Bank to advance the money to the contractors as Debentures should be deposited from time to time in the Bank—that Glyn & Co. said they would give Mr. Hincks a credit for the amount upon the Debentures being deposited. Mr. Hincks inclosed to me a letter from Glyn & Co., authorizing Mr. Hincks to draw for £15,000 or £20,000 sterling, the Bank holding the City Debentures. Mr. Cartwright and Mr. Bowes came to the Bank shortly afterwards, and said that an arrangement was made for the sale of £50,000 of Debentures at 20 per cent. discount, and asked if they could receive 80 per cent. upon the Debentures as they should be deposited; I answered in the affirmative. They said that the Debentures could be issued from time to time by the Chamberlain, and lodged to their account. The Debentures were not then ready, and a sum was advanced to them upon Mr. Bowes' security of £3000 or £4000, or it may have been £8000. This was temporary, until the Debentures should be prepared. This interview was after my receiving Mr. Hincks' letter. I think the temporary advance was made upon the occasion of Mr. Bowes and Mr. Cartwright first coming to the Bank, as I have mentioned. The first Debentures were lodged at the Bank on the 22nd July. The amount was £10,000. I think the temporary advance was previous to that. I think certificates of the amount of Debentures deposited, were sent shortly before the first draft of Mr. Hincks on Glyn, Halifax & Co. I answered Mr. Hincks' letter acceding to his proposition. The Deben-

tures were placed in the Bank from time to time by the City Chamberlain. They were issued slowly, and Cartwright, or his Agent, Dr. Beatty, were in the habit of coming to the Bank to see if they were deposited. The money as advanced was carried direct to the credit of Story & Company. We advanced 80 per cent. as the Debentures were deposited. The last £10,000 sterling was negotiated by Mr. Hincks with Glyn & Company in England. The other payments were made on Mr. Hincks' drafts on Glyn & Company. No other party than Mr. Hincks drew any drafts on Glyn & Company in this transaction. I believe the letter from Mr. Hincks and the enclosure from Glyn & Company were all that I received. I considered that they were final, and perfected the transaction. I took no other part in the matter than what I have stated, nor did the Bank. I did not hear till some time afterwards that any question had been raised as to the legality of the Debentures, but after we heard of it we went on cashing the Debentures, as we heard that the defects could be remedied. The question was not brought before the Board of Directors. Mr. Hincks did not communicate to me that the Debentures had been questioned. Nothing was done by the Bank to remove the alleged defect: they relied on Glyn & Co. £82,000 of City Debentures in sterling money were issued, and placed in the Bank by the Chamberlain, and thereupon the old £50,000 of Debentures were given up to the Chamberlain, and the difference, £49,760, was placed to the credit of the City. The whole £82,000 sterling of Debentures were sent by the Bank to Glyn & Company, with instructions to hand them to Masterman, upon his paying the amount, which was to be placed to the credit of the City, £40,000 sterling, equal to the above sum of £49,760 currency.

The £50,000 Debentures first deposited we considered to be the property of Glyn & Company. I considered that they and Mr. Hincks were interested in them. I thought them the property of Mr. Hincks, subject to the amount advanced by Glyn & Company. I never understood whether Mr. Hincks had any partner in the transaction. Mr. Bowes did not explain that he had any share in the transaction, nor did Mr. Hincks. I know nothing of any arrangement between Mr. Hincks and Mr. Bowes. I do not know that Mr. Bowes informed me that the defects in the Debentures could be remedied, or that Mr. Hincks did. The Bank proposed to the City to buy the £82,000 Debentures. We did so at the desire of Mr. Hincks, who instructed us to send them to Glyn, to be handed to Masterman, on payment of £41,000 sterling. I did not know what the Debentures would sell for in England, whether at par or not. I knew nothing of how the Debentures were negotiated in England. The Debentures were sent to England, and by return of mail Glyn & Company advised us of having received for us from Masterman the sum they were to receive, £41,000 sterling. The difference between the £40,000 advanced by us to Story & Company, and the sum brought by the second set of Debentures was not paid by us to any one.

I do not know how that was arranged in England. Glyn & Company got £82,000 sterling of Debentures, and paid us £41,000. What became of the difference I do not know; Debentures were not issued for quite the full amount of £100,000. Mr. Hincks in his letter said he had arranged to sell the Debentures in England. He did not say at what rate. Exchange for some months past has been sold at eleven. It has seldom been less. The City has to pay certain charges in London on the payment of the interest on the Debentures, which they would not have to pay if the interest were payable here. The Bank sells Exchange to the City as to individuals, and they should purchase their Bills here in time to remit to England when the interest falls due.

*Cross-Examined.*—I do not think the City could have negotiated these Debentures at par either in London or here. It is difficult for a Corporation like this to get money in London, unless introduced by some well known name.

I have always thought that Story's loss on the £50,000 first Debentures assisted the City in selling the remaining £50,000 at par. The communications with Mr. Bowes were not in his official capacity, but as an individual and a member of the firm of Bowes & Hall. The letter securing the temporary advance of £7000 or £8000 was signed by Bowes & Hall, I think.

(Signed,) THOMAS G. RIDOUT.

Depositions taken *viva voce* in open Court this sixteenth day of December, A. D. 1853, in a certain cause pending in the said Court of Chancery, wherein David Paterson and others are Plaintiffs, and John G. Bowes and the City of Toronto are Defendants.

*Thomas Gibbs Ridout*, sworn for the Plaintiffs, saith :

I received letters from Mr. Hincks relating to the matters in question in this cause [Mr. Gwynne objects to the production of these letters as not evidence against Mr. Bowes, and they are produced subject to this objection]—the paper marked M contains a true copy of everything in those letters at all material to the matters in question in this suit; (this copy is admitted by the opposite side as sufficient evidence) the first letter, dated 5th July, 1852, is the first communication I received from Mr. Hincks on the subject; the date is a true date. I have compared the paper marked M with the originals. I do not remember making any proposal to the City as early as April, 1852, respecting the negotiation of Debentures. The Bank, I do not think, in the winter of 1851 and 1852, made any inquiries respecting the negotiation of Debentures in England. I did not think it worth while, as I thought it could not be done unless the Bank guaranteed them. The Mayor wrote a letter in the fall of 1851 to the Bank, to enquire if they could negotiate Debentures. I don't think any answer was returned to this letter; the letter was written as Mayor. I don't recollect any proposal made by me on the subject in the summer of 1852 to the City. I was aware that Provincial Bonds were at a large premium; at this time City Bonds could not have been negotiated at par in England. I don't recollect informing the City that they could: in fact they were negotiated afterwards. I did not inquire, I think, when they could be negotiated or not. I cannot account for the Debentures going off so well in London as they did. I don't think they would have sold for less had they been sold on behalf of the City. I think Mr. Hincks' influence, in the money market in England helped them off very much. I answered the letter of 5th of July from Mr. Hincks. I agreed to make the required advance. I had not seen the letter for some time when I said I did not know Mr. Bowes was interested. Mr. Bowes came to the Bank soon after I received the letter of 5th July, with Story & Company, but he did not appear throughout to have any personal interest in the matter: he came two or three times. I don't remember Mr. Bowes alluding to Mr. Hincks on this occasion, but suppose he must. I don't think I produced the letter of 5th July. I have no doubt I mentioned it to him. I soon forgot that Mr. Bowes had any interest in the matter, but knew it then. Mr. Bowes had no reason then to expect any other negotiation of the Debentures but that proposed by Mr. Hincks. He must have called at the Bank on this business, and must have inquired about it; he told me Story & Company were the parties who held the Debentures. The interview had reference to the business mentioned in the letter: it was a few days afterwards that Mr. Bowes gave the guarantee I have already mentioned in my former evidence. Mr. Bowes did not, I think, call dur-

ing the summer of 1852 on this business; he called two or three times. I never thought much of Mr. Bowes in the matter; he did not appear to have any interest in it. Mr. Bowes never spoke to me on the business as Mayor of the City; I always saw the Chamberlain. At the two or three interviews I have mentioned, he, Bowes, came, I think, to get small advances made to Story & Company: he did ask them as a favor to himself. He seemed anxious that Story & Company should get the money, although the Debentures had not issued. He never told me he had any interest in the matter, or gave me to understand that he had, from his manner. Early in the spring of 1852 Mr. Bowes came to the Bank, and said he could buy Debentures in the market at 20 per cent. discount, and wanted to know if the Bank would lend him £5000 for the purpose, which they refused. I had no private conference with Mr. Bowes. I cannot tell whether I thought him then acting as Mayor or not. I was in doubt about it. Mr. Bowes asked for the advance for Story & Co. I suppose because the Debentures were not issued. The letters from which I have made extracts in paper M are the only letters I received from Mr. Hincks, I believe, on this business, except the letter about making the offer to the City to purchase the £100,000 Debentures. The letter of the 22nd October relates to the £100,000 Debentures. The City has transacted its business with the Bank of Upper Canada for some years; the Bank has had also the Government account for some years. The paper marked N is a correct statement of the manner in which the moneys were advanced to or placed to the credit of Story & Co., and the times the Debentures were deposited in the Bank.

*Cross-Examined.*—There was a guarantee from Bowes & Hall given by Mr. Bowes for £8000 to raise the first money for Story & Co. I considered Mr. Bowes then acting in his private capacity. Mr. Bowes called at the Bank to manage this matter at the times I have mentioned. I knew the contractors claimed the Debentures, they said the Chamberlain would lodge the Debentures on their account from time to time in the Bank; it was publicly known that they claimed the Debentures. I understood they claimed the Debentures and were selling them. I suppose the application in 1851 to me was to know whether the Debentures could be negotiated at par. I thought not: without the Bank's guarantee they could not have been sold at all probably, without some person introducing them. The City did not wish to sell the Debentures in 1851 at 20 per cent. discount. That was the current price at the time, as also in 1852. The Debentures were lodged slowly, and the contractors complained of it. The letter dated the 6th of July was in fact written and received in August.

*Per Cur.*—The Bank has bought and sold City Debentures many years. They have varied in price, sometimes more, sometimes less than 20 per cent. discount; that was the market price in 1852. An ordinary person taking them to the London Market could not have sold them at all. They must have been introduced by some person of influence. I carried on the transaction on the foot of the letter dated the 5th July, but subsequent letters enlarged the amount.

(Signed,) THOS. G. RIDOUT.

*John G. Bowes*, sworn for the Plaintiffs, saith—I think the contractors spoke to me about the purchase of Debentures more than two or three days before the date of the letter written by them to me. I don't think I had any conversation about purchasing them myself at all. They spoke to me perhaps two or three months before the date of the letter about selling the Debentures, but not to myself, or I cannot tell whether to myself or not. I made no arrangement with them for purchasing Debentures from them until after I received the letter in question: I mean the letter dated the 30th June. I sent, I think, a copy of this letter to Mr.

Hincks a day or two after I received it. I suppose I made a proposal to him to join me in purchasing them, at the same time. I cannot say whether this was the first time I mentioned the matter to Mr. Hincks. I was at Quebec, and may have spoken to him on the subject before. It must have been in the summer. It may have been a month or two before I received the letter. I don't know what Mr. Hincks refers to in his letter of the 5th July, unless to a conversation I had previously with him—there was no arrangement or understanding. There may have been a conversation between us on the subject of purchasing Debentures, previous to my receipt of the letter of the 30th June. I am not sure, however, that there was any such communication. I doubt it, but still it is likely there was one. I am not aware that Mr. Hincks was in communication with anybody else as to the purchase of Debentures. I don't know what led Mr. Hincks to suppose that Debentures would not be issued so soon, except perhaps some previous conversation with me. I don't recollect receiving the letter referred to in the letter from Mr. Hincks, of 6th July. I don't recollect getting a letter from him desiring me to put off paying the contractors till next mail. I may have received such a letter. I have no belief about it. I think not. I think I had a communication with Mr. Cotton before receiving the letter of 30th June; it was only a conversation about the City purchasing the Debentures. He was not a Member of the Corporation. I had no conversation with him about my purchasing Debentures, but had about Mr. Hincks purchasing. I have no idea when they occurred. I have no recollection of a conversation with Mr. Cotton about Mr. Hincks purchasing for the joint benefit of himself and me; there may have been. There was a conversation with Mr. Cotton, but I cannot say whether before or after the receipt of the letter. I have no belief of it. I am sure I had no conversation with Mr. Cotton at any time about any purchase in which he was to be interested, that I know or believe. I never knew him in the transaction. I don't know, and have no belief, whether Mr. Cotton was aware of the purchase by myself and Mr. Hincks. I have no idea what the allusion to Mr. Cotton, in the letter of 9th August, from Mr. Hincks, refers to. I have found no letters or copies of letters from Mr. Hincks since I was examined. I have not found the memorandum book referred to in my evidence. I think it must have been taken out of my counting-house. I don't think Mr. Cotton ever wrote to me about these matters. I don't recollect writing to him about my Debentures; I don't believe I ever did. I never spoke to the Company or the contractors about the purchase of any other Debentures. I don't recollect when I first formed the intention to purchase the Debentures. I don't think I formed any intention to buy the Debentures, which were to be issued to the contractors or Company before the receipt of the letter of 30th June. I am not sure whether it was before or after the receipt of that letter that I laid the matter before the Finance Committee, probably about and subsequently to the time of receiving the letter. And before I laid the matter before the Finance Committee, I formed no intention of purchasing the Debentures myself. I mean the offer that was made to me of Debentures at 20 per cent. discount. I was at one time a Director of the Northern Railway. I don't recollect the time; probably in the beginning of 1851, not I think in 1852. Mr. Armstrong succeeded me. It is probable, and I have no doubt I expressed the opinion mentioned at page 44 of the printed Report referred to by me in the schedule to my affidavit made on production of books and papers: that was my opinion then, and still is. I did not know why City Debentures should not fetch as much as Provincial Debentures if properly negotiated. I have said so subsequently; that was my opinion then, and I still think they ought. I understood the Debentures could not be negotiated without the guarantee of the Bank of Upper Canada, to whom we had applied for a loan. I considered the proper way of negotiating Debentures was through

the Bank. I did volunteer to write to capitalists in England on the subject. I did write to Mr. Dunn, enquiring what Debentures would bring in England: his answer was unsatisfactory. I wrote to no English capitalist on the subject, and to no other person than Mr. Dunn, as to the negotiation of City Debentures. I wrote to Mr. Wilson of Quebec on the subject, about the same time: his answer was similar to Mr. Dunn's:—that the Debentures had not been introduced into the English market, but that he was about to open an agency. I wrote to Mr. Dunn in my capacity as Mayor, I think. I have no draft or copy of either of these letters. I keep no copies of letters except of our own business letters. I don't think I have got Mr. Dunn's answer; I don't know what is become of it; I looked for it some time ago. I have not got Mr. Wilson's letter. I think it was destroyed like other letters. We keep our business letters. I did not bring either of these letters before the Council nor the Finance Committee. Mr. Dunn was for many years Receiver General of Upper Canada and Canada. He was residing in England when I wrote to him. Mr. Dunn, I believe, offered to negotiate the Debentures, but his whole letter was so unsatisfactory that I did not lay it before the Finance Committee. I think he said to the effect that the Debentures were not known in England, and he doubted whether they could be sold. I don't believe that any City Debentures had then been sold in England. I don't think my letter to Mr. Dunn related to the Debentures in question, but to Debentures generally. I got no other information from Mr. Dunn that I recollect. When I determined to buy the Debentures, I don't know why I applied to Mr. Hincks rather than any other friend. I had other friends who could have assisted me. If I had applied to English capitalists, and the Debentures had been properly introduced, they would have sold as favourably I think. I had no correspondence with English capitalists, and I know of no one who could have disposed of the Debentures so well as Mr. Hincks. I believe Mr. Hincks to be well known in England, and has been for several years. At the time the Debentures were purchased we were uncertain whether there would be a profit or loss on the transaction, although we expected a profit, and at this risk it would not have been done by the City. I don't know whether Mr. Hincks would have negotiated the Debentures for the City for the same remuneration. I never asked him to do so, or to negotiate any Debentures for the City. I have no doubt there was no prior publication of the By-law of 28th June, 1852. I think some objection was made to it as illegal; two opinions were taken on it. I received no security for the advances of £8000 to Story & Company, for which my firm gave a guarantee. There was no deposit of Debentures whatever on the occasion; and I had no security whatever. The Debentures issued under the By-law for the issue of the £100,000 were payable in London. I cannot tell why, except that Mr. Ridout may have mentioned it in his letter. I recollect no other reason. The proposition in his letter was submitted to the Finance Committee, and approved by them. I was no party to the arrangement except as a Member of the Council. It is better for the City that Debentures should be payable here in currency, than in England in sterling money. The understanding was, that the £50,000 Debentures issued to the contractors were to be legalized. They could not be legalized without providing a sinking fund. This was what we wished to avoid. I was at Quebec, and understood, but not officially, that the Act had passed. I opposed the gift of £250,000 to the Company. What I advocated was, first, that £100,000 Stock should be taken, then that £50,000 should be taken; and when these failed I voted for the gift of £250,000 although I was opposed to it, to prevent the loss of the road. I don't recollect whether I supported the loan of £350,000, but it had my concurrence. The proceedings of the Finance Committee relative to the advances to the contractors had my approbation. I believe I was a Member of

the Finance Committee, though not the Chairman: and if I did not oppose their proceedings they had my approbation. The papers marked 1, 2, 3, 4, and 5, are the thirds of exchange by which a portion of our profit in the transaction in question was received. I received them from Mr. Hincks, inclosed to me, or my firm; I don't know which. I don't know when they may have come to me. I have no belief on the subject. It made no difference whether they are addressed to me or the firm. The letters to Mr. Hincks were from me; some of the letters from Mr. Hincks were addressed to me personally. I doubt whether all of them were. I think the letters were addressed personally to myself, for the most part, at all events, though perhaps, to the care of the firm. The endorsement "Pay to I. T. Parson & Co." was made here by one of our clerks by our order. The rest of our share of the profit was paid in money by Mr. Hincks to me at Quebec in cash. I don't recollect whether I gave a receipt. I think not.

I think Mr. Hincks never gave any account or memorandum shewing how the amount of £4123 9s. 11d. was arrived at.

I think it was in January last that it was first rumoured that I was concerned in these Debentures. I don't know that I ever mentioned to any body that I had any concern in the negotiation. I don't know that any Member of the Council was aware of the fact. I don't know that any body was aware of it except to suspect, before I stated it here in Court. I don't recollect any conversation with any Member of the Council upon the subject after the rumour arose. I don't think that I ever stated to any Member of the Council what was not the fact. What I denied was, that I had used the City funds. I never was asked whether I had any interest in the Debentures. I may have been asked the question though I don't recollect it; but in my answer I had reference to the charge that I had used the City funds. I never mentioned intentionally to anybody anything relating to the matter. This understanding arose as to what I stated with regard to the capacity in which I spoke. What I said was, that I never used the City funds, or had any interest as Mayor in the negotiation of the Debentures. I never gave any Member of the Council to understand intentionally that I had no personal interest in the matter. I never heard that I had been misunderstood on this point until after the suit commenced. I told Mr. Cawthra I had no interest. I spoke as Mayor, but whether I said so or not I don't know. I always spoke in that capacity on this subject, but did not always say so. I don't recollect any conversation during the negotiation of the Debentures on the subject.

I was present at the meeting of the Council, on the 21st of February, 1853, when the report was brought up that the Mayor had an interest in the Debentures. I said nothing on the subject upon that occasion. I did not say anything about the resolution, stating he had not participated in the purchase. Leave, I believe, was not given to the individuals who asked to sue in the name of the Corporation. The letter marked O is my handwriting. I think it was addressed to Mr. Cotton.

*Cross-Examined by way of explanation.*—I consider the purchase of the Debentures, as a matter of business of my firm. I am not in the habit of speaking to other persons about the business of the firm. Had Mr. Dunn's letter held out any hope that par could have been got for the Debentures, I would have submitted it to the Finance Committee. I have every reason to believe that they could not have been negotiated at par, but I thought they ought to have brought par.

I had nothing to do with bringing forward the By-law in question. The Mayor had nothing to do with bringing forward any By-law, — they are brought forward by a Committee. I have no vote in the Council unless there is a tie. I used no influence with any Member of the Committee to bring forward the By-laws. I was not present when the By-law for granting £60,000 to the con-



tractors was brought forward. I am a Member *ex-officio* of all Standing Committees. I took no part in the negotiation of the £100,000 Debentures. I made no proposal for the purpose. The proposal was made by the Bank. From the time the Council directs the issuing of Debentures the Mayor has no control over them. I never refused to sign these Debentures, or interposed any delay in issuing them. They were, I believe, expediated as much as possible after they were ready. I don't think there could be any object in delay. That money, or portion of it, was got for the contractors, and received by them before they were issued. City Debentures bear interest from their date. I believe they are dated when they are issued; they are signed by the Mayor before they are issued.

In this case it was a gain to the City that the £100,000 Debentures were made payable here. They would have been at 20 per cent. discount, the then current price of Debentures payable here. I think when the By-law of the 1st November, 1852, was passed, it was understood that some persons in London had proposed to purchase the Debentures. This information was received from Mr. Ridout's letter.

(Signed,)

J. G. BOWES.

*James Cotton*, for the Plaintiffs sworn, saith:—I know Mr. Bowes, also Mr. Hincks; Mr. Bowes mentioned to me that Debentures were to be issued to the Directors of the Northern Road, and that a speculation could be made in them. I think this was in February, 1852. Mr. Bowes proposed that we should purchase the Debentures on joint account. This was before any issue. Conversation took place from time to time to the effect that when issued we should make the purchase. It was suggested that Mr. Hincks should be employed to negotiate them. I think the proposition came from Mr. Bowes, but I am not sure. I had a conversation with Mr. Bowes in reference to a proposition from the contractors, or a negotiation with them; we partly agreed that the Debentures should be purchased from the contractors on joint account, at 20 per cent. discount. Mr. Bowes was the medium of communication. There was no definite amount fixed between Bowes and myself at first. I left that to Bowes. I had communication with Mr. Hincks before the final arrangement with Mr. Bowes. I cannot tell when my first conversation with Mr. Hincks was. It was verbal, and may have been a month or six weeks before the first Debenture was deposited. My first interview was at Quebec. I had a conversation with Mr. Bowes previous to my first communication with Mr. Hincks, relating to our purchase of the Debentures, but I cannot distinctly state its purport. Mr. Bowes said he had already communicated with Mr. Hincks. When I first spoke to Mr. Hincks he had knowledge of the matter, or appeared to have. I will not be positive that I had more than two interviews with Mr. Hincks. I may have. The last one was immediately preceding the first issue of Debentures. I informed Mr. Bowes on my return of my conversations with Mr. Hincks.

I had conversations with Mr. Bowes as to the illegality of the By-law of the 28th June. We proposed to get over the difficulty by having the debt of £100,000 consolidated; and that by changing them into sterling they would be more valuable. This was some time in the beginning of June. I can't be certain. I can't be positive whether I stated this to Mr. Hincks. I never applied to Mr. Hincks for the purpose of having an Act passed. It was said by Mr. Bowes that Mr. Hincks' name would have the effect of getting a better price for the Debentures than any other person, and that it would be necessary to give him an interest in the Debentures, as it would be necessary to have his assistance to procure an Act to consolidate them. I saw the letter from the contractors, of the 30th June. I think this was a day or two after its date. Mr. Bowes shewed it to me in his own office.



Mr. Bowes told me some time prior to the date of that letter, that he would propose the offer of the contractors to the Finance Committee. He said, at the same time, that they could not accept it, because they were not in a position to raise the money to buy them. He said that he would make the proposition in order that they might not find fault with him hereafter. This was the only reason that I recollected. I on one occasion took a letter from Mr. Bowes to Mr. Hincks, Mr. Hincks resident at Quebec. I read that letter. It was written by Mr. Bowes. It had reference to the purchase of Debentures. I conversed with Mr. Bowes on the subject matter of the letter: my conversation was with reference to the mode of raising the money for the purchase of the Debentures. The letter had reference to the same subject. It was delivered to me open. I sealed it in Mr. Bowes' office. Mr. Bowes directed it to be delivered to Mr. Hincks. My communications were with Mr. Bowes alone. The name of the firm was never mentioned. I understood that his interest was individual.

*Cross-Examined by Mr. Gwynne.*—I do not think I was one of the first to originate the charge against Mr. Bowes. I never did speak of it. I was in Quebec in December, 1852, and when I came up here there were placards about charging Mr. Bowes with chisseling the City out of £10,000. I was no party to them, or any other placards on the subject. I have stated some parts of my evidence, but I don't recollect what part. I did state that Mr. Bowes and I were to purchase on joint accounts. I mentioned it to Mr. Meudell and others, but I can't say to whom. I did not state that I could give evidence before the Committee of Council. I do not know how my evidence became known. I was called on to give evidence before the Committee of Council. I can't say how I came to be so called on. If I did not state before, that I was chisselled out of my share, I state it now. I took great umbrage at my being so chisselled, but I stated nothing about it. I may have stated that I carried a letter from Bowes to Hincks.

The loss of the Guelph contract was not the cause of my umbrage. It was one amongst many others. I brought an action of slander against Mr. Bowes, but that action had no reference to the loss of the contract. I have a strong feeling against Bowes. I can't tell exactly the period of my first interview with Bowes about the Debentures, but I think it was six months prior to the 30th June. I am certain it was three months prior to that date. I cannot tell when we agreed to purchase on joint account. I can't tell how long prior to the 30th June that was. I have not the slightest idea. It was definitely agreed that Bowes and I should purchase on joint account, and that we should get Mr. Hincks' assistance. Mr. Bowes told me he had written to Dunn and Wilson, and shewed me the letter. We had agreed to buy them, if, as the work went along, we should think it prudent. I never spoke to the contractors on the subject. I saw the contractors at Bowes' office about the day the letter of the 30th June was written. It was thought better that I should not speak to the contractors. It was thought better to leave the matter in Bowes' hands. I did not think it wrong then, that the Mayor should make the purchase. The object of applying to the Finance Committee was to avoid any blame being attached to Bowes thereafter. I was then in negotiation with the contractors of the Northern Road about some of the matters, and it was thought better not to meddle in this.

It was finally agreed that Bowes and I should purchase, when we learned that the contractors would sell at 20 per cent. discount. This was a month prior to the 30th June. This was after I had seen Mr. Hincks. When I saw Mr. Hincks, Bowes and I were the only parties interested. I do not know how far I stated this to Mr. Hincks, but so far as I know, Mr. Hincks had no reason of any kind to form any other opinion than that Mr. Bowes and myself were exclusively interested.

After the contractors agreed to take 80 cents on the dollar, Mr. Bowes requested me to take a letter to Quebec to get Mr. Hincks to give directions to the Bank to advance the money for me and Mr. Bowes, on the Debentures being deposited in the Bank. I delivered the letter to Mr. Hincks. He read it, and told me that he would telegraph and write to Mr. Ridout to make the matter all right.

It was understood that Mr. Hincks was to have a share for negotiating the Debentures; the nett proceeds after that was to be decided between Bowes and myself. I made no arrangement with Mr. Hincks. Mr. Bowes did that. I don't know when the arrangement was made with Mr. Hincks. I don't know that any such arrangement was ever made.

I only heard it from Bowes. He never stated to me the amount to be paid to Hincks.

There was no other arrangement as to raising the funds other than I have stated. When I returned, I told Mr. Bowes that Mr. Hincks said it was all right.

I can't say when I had the conversation with Mr. Bowes as to the illegality of the By-law of the 28th June: we had several conversations before and after the 28th June. Our arrangement for an application to consolidate the debt was previous to the 28th June. I don't recollect that our arrangement on that subject was communicated to Mr. Hincks. My first conversation with Mr. Hincks was a casual one relating to the probability of the purchase of the Debentures. That was the whole purport of our conversation. I don't recollect distinctly what did pass. There was nothing of moment. My second interview was on the subject of Bowes' letter about raising the money. He said that it would be all ready. I always talked as if myself and Bowes were the purchasers. I may have had conversations since, but I do not recollect when or where. I understood that the offer was to be made to the Finance Committee. I remember the purport of my conversation, but I cannot tell the date. It was before the letter of the 30th June came from the contractors, but I can't say how long. When Mr. Bowes wrote to Quebec by me we did not discuss the terms. The draft of the letter was written when I came to the office. I have not yet discovered that I was not a purchaser. I have not yet discovered that I am not to have my share. I never knew that Mr. Bowes intended to deprive me of my interest until I heard his evidence. I had reason to think so from his acts, but never knew it till I heard his evidence. I thought from the hostile course he was pursuing towards me that he would try to cheat me. I did not make any claim, because I was waiting for the result of this suit. I do not know when the Bill was fyled. I believe that Mr. Bowes has received the money, but being on bad terms, and finding now a clamour in town about it, I do not see fit to make an application to him. I was not a party to posting placards about the matter against Mr. Bowes. I never did say to any person that I could have been a witness for the City against Bowes. There was a definite agreement that the Debentures should be purchased by Mr. Bowes and myself.

*Re-Examined.*—Prior to the letter of the 30th June I had no communication with Mr. Hincks as to raising the money; but Mr. Bowes informed me that he had made such arrangements three weeks or a month prior to my taking the letter to Quebec. A few days previous to my going to Quebec Mr. Bowes told me that the engineer had given his certificate, and that he would delay the issue of the Debentures till Mr. Hincks' letter to the Bank should arrive. When we first talked of purchasing the Debentures Mr. Bowes told me that he had written to Wilson and Dunn, and that Dunn had offered to negotiate the Debentures on

good terms : in fact not to charge anything for the business. Mr. Bowes showed me a letter from Mr. Wilson or Mr. Dunn, I won't be sure which. The application to Dunn and Wilson was for our mutual benefit in the negotiation of the Debentures. It was not agreed between Bowes and myself what shares Mr. Hincks should have. My impression, and I think Mr. Bowes' too, was, to give Mr. Hincks whatever he would demand for the job. Some time previous I had conversation with Mr. Hincks as to the negotiation of some Debentures in England. Nothing was done. It was merely a matter contemplated. We contemplated having Mr. Hincks' assistance from the first. We could not have raised the necessary amount ourselves. I would not have entered into the arrangement for a purchase if I had not assistance from some person. We never contemplated raising the funds ourselves. I had a letter from Mr. Hincks as to the negotiation of previous Debentures belonging to myself. They were municipal. I cannot say of what municipality. He offered to negotiate them at one per cent. I shewed the letter to Mr. Bowes. Mr. Hincks said the Debentures were worth 95 par, payable in London ; at least he proposed that as a limit.

*Per Cur.*—It was definitively arranged that Mr. Bowes and myself should purchase the Debentures on joint account : it was before this that the application was made to Mr. Dunn and Mr. Wilson ; about a month or two before this. I have a clear recollection of seeing Mr. Dunn's or Mr. Wilson's answer, but I cannot say which and I may have seen both. This was before the arrangement was concluded, perhaps a month previous. I cannot say whether I saw the letters or heard their contents from Mr. Bowes. I had not arranged with Mr. Bowes what Mr. Hincks was to receive for his assistance. We have had communications about it, and it was supposed that Mr. Hincks might require a-third or one-half. When I left Toronto with the letter, I had the full belief that I was to have half of what Mr. Bowes received, and remained under that impression.

I returned from Quebec in about three weeks. I have made no application for my share. I never applied at the Bank, or to the contractors, or the Chamberlain, to know how matters were proceeding ; but Mr. Bowes stated to me between July and November, 1852, what was doing. He told me what amount of Debentures were issued and lodged ; and during this time he treated me as entitled to half. I did not hear that the Debentures had been negotiated and the proceeds received, until Mr. Bowes stated it in Court. I had reason to believe before, that such was the case. I did not know of the amount of profit, or that it had been received, until Mr. Bowes stated it in Court. In December last when I returned from Quebec I saw Mr. Bowes about different matters ; and our interview was of such a nature that we have not spoken since. I have seen Mr. Hincks since, but did not speak to him on the subject. I may have stated to parties that I had been chiselled out of my share of my profit.

*By Mr. Gwynne.*—I understood Mr. Bowes to state in his evidence that I had no interest in the profit on the sale of the Debentures. I am not positive.

(Signed,) JAMES COTTON.

Depositions taken *viva voce* in open Court this Twenty-first day of December A.D. 1853, in a certain cause pending in the said Court of Chancery, wherein David Paterson and others are Plaintiffs, and John G. Bowes and the City of Toronto are Defendants.

*John Hutchinson*, sworn for the Plaintiffs, saith:—I was an Alderman of this City until a short time ago. I think in October. I had been an Alderman nearly two years: I recollect the several proceedings relative to the Debentures in question in this cause. I heard first confidentially from Mr. Cotton in July or August, 1852, that Mr. Cotton and Mr. Bowes were interested in the Debentures in question. This was after the £60,000 By-law had been passed, and after the change to the £50,000 Stock. All I learned then from Cotton was, that he and Bowes were jointly interested in Debentures to be purchased, and were likely to make a good thing of it. I asked for no further particulars. The conversation was confidential. I did not communicate this conversation until the matter had all come out. I did not before, because it was confidential. It was some time after the communication occurred that Cotton's difference with Bowes occurred. I think I supported the £60,000 By-law, and I was in favor of the change to the £50,000 Stock, and supported it. I think Bowes took an active part in procuring this change. He had then a good deal of influence in the Council. I was not influenced by him; his opinion had weight with me. He exerted no direct influence over me. Had I known that Bowes was interested in these Debentures, I think it would have affected my conduct on the occasion. I was then a Member of the Finance Committee, and until I resigned my office. Mr. Bowes did not mention an offer he had received from the contractors to take 80 cents on the dollar on the Debentures at any meeting of the Finance Committee at which I was present. I am satisfied of this. I never saw the letter written by the contractors to Bowes on the subject. I first heard of the offer in December, I think. The purchase of Stock was from the contractors, but I thought at the time that it was from the Company. I heard that it was from the contractors first in December.

I am a merchant here, and have been since 1848: during that time the rate of exchange on England here has been from 10 to 11 and 12 per cent. premium. There is an advantage in negotiating a loan in England, because money is plenty, and the rate of interest low, provided there was confidence in the security.

*Cross-Examined.*—I did not hear from Cotton that he and Bowes were interested in the Debentures, until the 29th July, I think. Cotton and I have lived together for some years. I am sure this conversation was after the change from the £60,000 to the £50,000 Stock. I have no doubt of it. I did not get any particulars, and did not think anything about it: only City Debentures were mentioned in the conversation. I could not judge whether anything was wrong in it, because I heard no particulars. I did not think Cotton had reference to the £60,000 Debentures. I did not know it had, and thought nothing about it. I could form no opinion as to what Debentures were meant, and did form none. There were some small Debentures issued about that time, none from which £10,000 could be made. I know the £25,000 was a gift to the Company. I did not know it had been given to the contractors. I might have heard it. I don't recollect whether I was a Member of the Council when the £35,000 loan was voted, or whether I took any part.

I first became a Member of the Council in January, 1852. Had I known that Bowes was interested in the Debentures I should have enquired into the matter; and had there been anything improper I should have exposed it to the other Members of the Council. I think the Mayor was enabled from his official position

to purchase the Debentures. I don't think he had the means or the credit individually. I think it would have been less improper had I done it. His position as Mayor was, I think, used in the transaction: he could not have got the money without it. I don't think the Bank would have taken the guarantee of £8000 if Bowes had not been Mayor; it is mere matter of opinion. I never heard Mr. Ridout say so. I think the City has lost by the amount not being saved to the City. The City, I think might have got the Stock at much less than par; they got it at par; they sold the additional £50,000 Debentures at par. They did not get value for the Stock;—they did not get it for its marketable value. I consider it was worth from 50 to 75 cents on the dollar. I have heard it was in the market. I think purchasing the Stock from the contractors and not the Company altered the position of the City: they ought to have purchased on the most advantageous terms from the contractors. They were represented in the Company. I don't know whether they could have purchased at a discount from the Company. Bowes acting for the City could have got the Stock at a discount, I think. I think he could have purchased from the contractors for less than from the Company. If Bowes had produced a letter from the Inspector General or Government, saying that a law would be passed legalizing the Debentures, I think he could have got an advance of £40,000 from the Bank for the City. I think the City could have got the £50,000 Stock for £40,000. The object of the City in giving the £25,000 was to benefit the Company; afterwards I believe, they wished to benefit themselves. I don't think the Company could have prevented the contractors from selling the Stock at 20 per cent. discount. I thought at first the City were becoming original subscribers, as they purchased from the contractors. I consider they were not original subscribers. I understood the Company relinquished the £25,000 gift on condition of the City taking £50,000 Stock. I think the City might properly purchase the £50,000 Debentures for £40,000, under the peculiar circumstances, considering their illegality, which was, I think, the cause of their being at 20 per cent. discount. I did not know that ordinary Debentures were fetching more. I have heard that the ordinary discount was 1 per cent. par annum: the Debentures to the contractors could not, I believe, be negotiated. I think if the contractors had got an assurance that the Debentures would be legalized, they might have got par, and the City could not have purchased at a discount. I think the contractors were getting full value for the Debentures; they were well paid for the work. Under such circumstances I think it would not have been wrong for Bowes as Mayor to purchase the Debentures at a discount for the City, although having the means of legalizing them. I was examined before the Council on this matter, and the reason I gave for thinking that there was anything wrong was, that the Stock was purchased from the contractors, and not from the Company. I still think it so and also think it wrong, because the Mayor made use of his position; I think the Mayor used the credit of the City in raising the £40,000. I think the Mayor, acting as such in the matter, was using his influence as Mayor, and using the credit of the City. I think the position of the Mayor and the credit of the city were in a degree identical. I was told by Mr. Cotton that the Mayor had used his position in the matter, which I consider using the credit of the City.

I will not undertake to say that the Mayor did not say the contractors had been offering the Stock through the City at a great discount. I don't recollect it, and never heard it. I don't know the fact that they were so offered. I have heard that they were offered. I have seen the Report marked P before: it is, I think, correct as far as regards my own evidence, at p. 35. It is the Report authorised by the Council, and signed by the Clerk. I think differently of the Mayor from what I formerly did, owing to this transaction and other matters.

Mr. Cotton was concerned in some of these. I have heard reports from Cotton of the Mayor's conduct: my impression is founded partly upon these and partly upon my own observation. I was not party or privy to posting the placards against the Mayor. I was not present when any of them were posted. I did not know that any of my clerks aided in it. I believe now that my clerk had something to do with it. I saw a copy of the placard in my office, whether before or after they were posted I don't know. I will not say it was not before. I did not see the manuscript. I am positive I never saw them being posted. I think I did not see the placard in Cotton's office before it was put up. I saw a copy in his office, the same I think that I saw in my own office. I never had a good opinion of the Mayor. I dare say Cotton informed me of the transaction in question before the placards were posted. He gave me to understand that Mr. Hincks was interested. I thought he was to receive a-third: that they were all interested equally.

*Re-Examined.*—I have had no quarrel with Mr. Bowes that I know of. I have not spoken to him as an individual for some time—since December or January last. I was one of those who resigned my office as Alderman. I did so because I thought that Mr. Bowes had disgraced the City, and I disgraced myself by sitting under him. I saw the writing marked Q signed, sealed, and delivered, as his act and deed, by Mr. Cotton. I am a subscribing witness to it. It was executed on the day of the date.

*Per Cur.*—I did not take an active part in the proceedings in the Council relative to the issuing of Debentures. I don't recollect the passing of the By-law of the 28th June, 1852. I have been for years intimate with Cotton. I heard nothing from Cotton about the purchase of Debentures before July or August and December. I am not aware of any other Debentures in which such a speculation could be made, except those to be issued to the contractors. I thought little about it at the time, but afterwards referred the matter to these Debentures. If I had given the matter any consideration I should, at the time, have referred the conversation to the Debentures in question. I recollect a petition in August for consolidating the debt. It did not then occur to me that there was anything improper in the transaction I had heard of. I know the proceeding for consolidating the debt was going on.

I did not know until December that Bowes was purchasing £50,000 Debentures at 20 per cent. discount. I did not hear in July or August who was selling the Debentures. All I heard was that Bowes and Cotton would clear £10,000 on a purchase of Debentures. I have no doubt that the current price then was 1 per cent. per annum. I don't know what was then the market value of the Stock. I have heard that Stock could then have been purchased at a discount, but do not know it. I never saw it offered for sale, or heard of a sale of it. I don't know whether it could then have been purchased at all; if not, the only profit to be derived by the City must have been from the purchase of their own Debentures. I am not aware that there were any funds in the hands of the City that could have been used for the purpose. I have no actual knowledge that the Mayor used his position as such in procuring the advance from the Bank.

I think the Bank must have been influenced by the position of the Mayor—they would give credit to any assurance he gave as to legalizing the Debentures. The Mayor could not dispose of the City funds without the concurrence of the Chamberlain. I recollect Mr. Ridout's offer of the loan for consolidating the debt, and the subsequent By-law. I dare say I took part in these proceedings.

(Signed,)

JOHN HUTCHINSON.

*William Cawthra* called by Plaintiffs:—I lent £20,000 on the 1st of January, 1844, as I think, to the City: that was at 6 per cent. interest at par—those Debentures will fall due on the 1st of next month. I made an offer to the Mayor and to Mr. Thompson of the Council to renew the Debentures, I think in May, 1852. Besides the City Debentures, I held a mortgage of City property. I mentioned the subject several times to the Mayor and Mr. Thompson, and possibly also to Mr. Beard. I was willing to renew at par for 5 or 10 years: five certainly, and I think I should have had no objection to renew them for ten years. The Debentures I held are payable, both principal and interest, at the Bank of Upper Canada here. I believe the City Debentures generally are payable at the same place. After the Consolidation Act passed, an offer was made to me to redeem the Debentures, which I refused, as I was not prepared without more notice to meet so large a sum. I am a Director of the Bank of Upper Canada, and have been so for some years. The Government account is kept at the same Bank. It is a valuable account. I should be sorry that the Bank should lose it. I was not aware, as a Director, of the advance made on the Debentures. The matter was not brought before the board, that I am aware of. I think it was not. I do not think the Bank would advance £8000 to any mercantile firm in Toronto, or on their guarantee, unless upon some good paper connected with it. For some years past, money has been more abundant, and money obtainable at lower rates. I have found it so myself as an investor of money.

*Cross-Examined.*—When willing to renew the Debentures it was upon the same security, including the mortgage on City property. I have both bought and sold City Debentures. I have bought them as low as 30 per cent. I believe as one motive I had in taking £20,000 in Debentures was, if possible, to raise their value and place them at par. It had not that effect. About the time of the issue of the Debentures, in 1852, I was in the market, willing to buy Debentures. I would have given more than eighty per cent. for City Debentures. I have no recollection of the contractors offering any to me. I think they did not. When I made inquiries about renewing the Debentures I thought the Mayor and Mr. Thompson shewed a shyness about treating with me. It caused no coolness between us I believe.

I think the Debentures issued in 1852, which I purchased, I bought at a discount, at about  $\frac{1}{2}$  or  $\frac{3}{4}$  per cent. per annum. In 1850 my agent in my absence purchased Debentures at a very low rate; since then the City Debentures have been more difficult to purchase. It is more difficult to sell a large amount to one hand at a good rate than a small one.

It would have been impossible, I think, in October, 1852, to have negotiated £100,000 of City Debentures at par in Toronto. I cannot say at what rate they could have been negotiated. I think Mr. Hincks advised me to take consolidated Debentures in lieu of those I held, and to give up my mortgage. I declined to do so. The consolidated Debentures alluded to were not part of the £100,000 Debentures, but Debentures consolidated under the general Municipal Act.

*Re-Examined.*—In purchasing Debentures to a considerable amount I should do them on better terms for the seller than 1 or 2, but in the case of a very large sum, £4000 or £5000, it would be difficult, as it is a sum not readily raised. I think money here is worth more than six per cent., and that Debentures are at a discount for that reason, and mortgages even good ones also.

*By the Court.*—Between 1844 and 1852 City Debentures were pretty generally sold at a discount of 1 per cent. per annum. I think none has been so low as 30 per cent. within that period. I bought to a small amount at that rate,



I think, before 1844. I cannot say if any sales have been made at as great a discount as 1 per cent. per annum since 1850. So large a sum as £10,000 could scarcely have been raised in Toronto at any rate.

Considerable amounts of City Debentures have been issued since 1844. For the last three or four years money has become so comparatively plentiful that I have had some difficulty in picking up any Municipal Debentures.

If £8000 of City Debentures were lodged by any mercantile firm, with their guarantee to that amount, it would be quite a different thing from their guarantee without such deposit. In such case the Bank might advance the amount.

(Signed,) WM. CAWTHRA.

*Joshua G. Beard*, sworn for the Plaintiffs, saith:—I was a Member of the City Council in 1852, and several years before, and I have been an Alderman for several years, to January, 1853. I was a Member of the Finance Committee in 1852. I recollect the different proceedings between the City and the Northern Railway Company in question in this cause. Mr. Bowes took an active part in the proceedings for assisting the Company. I never thought he had an interest in the Debentures issued to the contractors until he gave his evidence here, from his assertion that he had not. The opinion of Mr. Bowes had weight with the Council in those matters, in which the Government had to be consulted; it had weight with me: it would have had none had I known that he was interested. I never heard of the offers of the contractors to sell the Debentures at 80 cents on the dollar: I heard of it first about this time last year. Mr. Bowes denied in the Council that he had any thing to do with them; he denied it to me invariably. Bowes told me that Cotton was trying to ruin him, because he had lost the contract for the Guelph Railroad. Bowes never qualified his denials by saying that he had no interest as Mayor: he said he had no more concern than I had. I took it for granted that what he said was true. He wanted my assistance to secure his re-election as Mayor; and I promised and gave my assistance, believing that he had no concern with the Debentures. I never saw the letter of the contractors to Mr. Bowes, that I recollect. It was stated when the legality of the By-law was in question, that the Debentures would be worth par to the contractors at New York if they had them. I think Mr. Bowes must have been present when this was mentioned. I was seldom absent from the Committee. I don't recollect the offer of the contractors being brought up there. I think I have heard from the Mayor that the City Debentures would be at par in England if they knew our resources as well as we ourselves. I recollect the application to the Legislature to consolidate the debt. The Mayor went to Quebec to get the Debentures already issued legalized; he said the Government would not do it, but would sanction a loan of £100,000. We wanted £50,000 to pay some claims, and the £50,000 issued to the contractors legalized. He mentioned no individual by name. He was at Quebec when the Bill was passed through the Lower House. I saw him the morning after his return; he said they had had the greatest success; that Mr. Hincks had shoved it through two or three stages in one night, and he left confident of success. I said I thought the arrangement not advantageous; that we had better let the Debentures run, and have the £50,000 or £100,000 for improvements. But Mr. Bowes said Mr. Hincks would not do it in any other way. Bowes was very frequently at Quebec that summer: he said the Consolidation Act would be passed by the Council. Mr. Bowes shewed me the printed Bill which he brought up.

*Cross-Examined.*—Had I known that Bowes was interested in the Debentures, I think I still should have voted for the change from the £60,000 gift and loan to



the £50,000 Stock. I cannot tell whether such knowledge would have had any effect on the Council generally: probably it would not have had an effect on the change: that it would still have been carried into effect: it ought not I think to have had any such effect, because I think the change was beneficial to the City. The £25,000 was a gift, and the £35,000 was a loan. These obligations were entered into upon a Petition from a meeting of inhabitants, presided over by Mr. Arnold, and also an application from the Board of Trade, with the view of aiding the Northern Road. It was intended that the proceedings for effecting this object should be legal: the inhabitants were opposed to the taking Stock to the amount of £100,000. The Debentures for the £25,000 and 35,000 were to be issued to the Company or contractors, to be disposed of as they thought fit. It was stated by a person appearing to be the Attorney of the contractors, that they could get par for the Debentures if they had them at New York: the contractors were present. My opinion was that Members of the Council should not buy Debentures. The Mayor was asked in Council, when the matter was talked about, whether he had any concern with the Debentures: he said no. This was before the election, and I have no doubt with a view to it. I understood him to say that he never bought them, and had had nothing to do with them. He made earnest protestations to this effect, and I believed him. I am perfectly on friendly terms with Mr. Bowes. I think his anxiety was to get into the Council, and to bury at once what they called the calumnies that were got up against him. One per cent. per annum was full value for the Debentures. It was understood, when the money was subscribed, that no sinking fund was to be established. This was the reason the legality of the By-law was doubted. The object of the Council was to get the Debentures legalized without creating a sinking fund. Bowes might have stated, and I think he did, that the Government objected to legalizing the Debentures without creating a sinking fund. It was not contemplated by the Council to raise £100,000 for future works. The City only wanted £50,000, and the Act was passed to raise this amount, and to redeem the £50,000 Debentures already issued. I don't think the City has lost money by the transaction of Mr. Bowes, otherwise than that the City ought to have it. It was not intended that the City should subscribe for Stock: It was stated by Mr. Gamble that we could not get rid of the £25,000 gift, except by purchasing Stock from the contractors, they having received the £25,000 as a bonus from the Company. The City had to deal with the contractors in order to get rid of the £25,000 gift. If the City had subscribed for the Stock it must have given pound for pound; but it would have been a matter for the consideration of the Council whether to do this or purchase from individuals. The £25,000 was relinquished on condition of the City taking £50,000 Stock. The City were expected to pay money for the Stock. If we had subscribed for Stock we must have paid the calls like an individual. If we had had the money we still should have issued Debentures for the Stock, and used the money for other purposes. The market price for Debentures, if legal, then was one per cent. per annum. If the contractors had got this they might have disposed of them as they pleased. Whether the City would have redeemed the £50,000 Debentures with £40,000 money, I don't know. The City was not in a position to raise the £50,000 without the Act of Parliament. The City could not expect more favourable terms than par for the £100,000 Debentures, and this the City did get.

*Re-Examined.*—I understood, when I voted for the £25,000 gift, that no sinking fund was to be created. It was openly stated and well known. I had the same impression when the £35,000 loan was agreed upon. It was Mr. Cameron I think that suggested that the sinking fund was necessary, and that there was

some illegality as to publication : and in consequence of this, opinions were taken. I was present when the Act was passed for issuing £60,000 Debentures after getting the opinions. It was suggested that the Bill should be brought in and the facts stated. This was done, and there was a good deal of discussion, and it was urged that if the Debentures were issued the City would be injured, and the contractors would lose. I don't recollect whether anything was said about a sinking fund. It was intended that the Government should legalize the Debentures in some way or other, and upon this supposition I voted for the By-law. I knew that the Debentures to be given to the Bank were to be payable in England.

*By Mr. Gwynne.*—The contractors wanted money to purchase iron, which was expected to rise in price; but whether this was the way they expected to get par for the Debentures I don't know. I understood they would be worth par to them at New York. I don't know whether the iron was to be bought at New York.

*Per Cur.*—The contractors were satisfied that the Debentures would shortly be legalized, and did not think that any inconvenience would arise by issuing them at once, and using and holding them in the meantime. They wished to have them at once, because they wished to buy iron before the price rose. Some City Debentures were sold at  $\frac{7}{8}$  per cent. per annum, others at one per cent. per annum. Debentures were generally sold at the latter rate. I know of sales to a large amount at this rate. The question as to converting the £60,000 gift and loan to £50,000 Stock was not much discussed in the Finance Committee. It was generally considered advantageous to the City. Taking the Stock and giving the Debentures at the same rate, it was thought that the arrangement was beneficial. There was some person on behalf of the contractors pressing the change from £60,000 gift and loan to £50,000 Stock. Mr. Thompson, as Chairman of the Finance Committee, had previously had an interview on the subject with the Agent of the contractors, and persons representing the Company. He mentioned the result of the interview, and thereupon the Council determined to make the change. Where contracts are made, and payment is to be made in Debentures, the tender is raised so as to make up to the contractor the loss of one one per cent. per annum discount on the Debentures.

J. G. BEARD.

*Joseph Sheard*, called for Plaintiffs:—I was an Alderman of the City in 1852, and a Member of the Finance Committee. I was present at the passing of the By-law for taking Stock. The Mayor was present; he spoke several times, and appeared very anxious that the By-law should pass. I do not recollect anything being said about a sinking fund, but its illegality was questioned for want of proper publication, and for not providing for redeeming the principal as well as interest. I opposed the taking the Stock on the road, on the ground that the Stock was not worth the Debentures. I had heard the Stock was worth only 50 cents to the dollar. It was said in Council that the Debentures would be worth par to the contractors if the Bill were passed. I never heard of any proposal to the Finance Committee by the Mayor, that the City should purchase the Debentures at 80 cents to the dollar. I remember no letter being laid before the Committee from the contractors to that effect. The Mayor never said that he thought of making the purchase himself. I was first aware of his being interested in the Debentures in January last, or rather I then first heard it rumored.

*Cross-Examined.*—The By-law of which I have spoken was for taking £50,000 Stock in the railroad. I believe I was in the Council when the By-law was proposed for issuing £60,000 Debentures to cover the £25,000 gift and £35,000 loan. I do not distinctly recollect what passed on that occasion, or that I took any part in it. I suppose the Council went into Committee upon it, but I do not recollect. I do not recollect whether I objected to it. I was aware of the £25,000 gift and £35,000 loan. I do not think I should have opposed their being carried out. I heard of the resolution to substitute £50,000 Stock a short time before it was proposed in Council. I do not know what passed in the Finance Committee in regard to it. I think I was not present. I attended pretty regularly about that time in the Finance Committee. I may have been absent once or so. In Council it came before Committee of the whole. I do not remember who was in the chair. I opposed the proposed change as contrary to law, no sinking fund being provided for. Others opposed it, also M. Carr and Mr. Robert Beard. I think it was spoken of as a By-law. Reference was made to the opinions of counsel on the subject. I opposed it also because I thought we did not get value for it, because the Stock of the Railroad was of less value. The resolution was carried by a large majority. I believe City Debentures were then at a discount of 1 per cent. per annum. I did not know of any Railroad Stock being then for sale. I understood that persons were present at the Council on behalf of the contractors pressing the passing of the By-law, notwithstanding the alleged illegality. It was represented as a matter of urgency with them to get the resolution passed.

*By the Court.*—I am not aware of any one being deputed to negotiate with the Railway Company about the substitution of Stock for the gift and loan. Mr. Thompson may have been, but I rather think it was the Mayor. I thought, of the two, that it was more advantageous to the City to take £50,000 Stock in the railroad than the footing of £25,000 and £35,000 loan.

JOSEPH SHEARD.

*James Ashfield*, sworn for the Plaintiffs, saith:—I am a Member of the City Council, and was in 1851 and 1852. I supported the resolution for granting £25,000 to the Company; also the resolution for the loan of £35,000; and also supported the By-law for carrying the gift and loan into effect; and also the resolution for converting it into the taking of the £50,000 Stock. These resolutions and By-law were supported by the Mayor. He supported the matter in all its stages, as I did. I think he had a good deal of influence with the Council during these proceedings, that is, with a majority. I suspected that the Mayor was interested in the Debentures first when a Committee of inquiry was appointed to investigate the matter. I suspected this before, in the early part of the year, if not before. I would not have supported the resolution for converting the gift and loan into Stock, had I known that a more favourable arrangement could have been made. I thought it the best arrangement that could be made.

*Cross-Examined.*—I was not a Member of the Finance Committee. I thought the change for converting the £60,000 gift and loan to £50,000 Stock highly advantageous, and therefore I supported it, and not from the Mayor's influence. It was the opinion of the majority. This opinion would not have been affected if I had known that the contractors would sell the Debentures at 20 per cent. discount. I believe that City Debentures were then at 1 per cent. per annum discount. People were anxious to get them at that rate. I did not know of any Northern Railroad Stock being then in the market. I did not hear of the proposed change long before it was proposed in Council. I think Mr. Thompson, Chairman

of the Finance Committee, brought it forward, but am not certain whether it was he or the Mayor; if it was not the Mayor, it was stated that it was in consequence of a conversation between the Mayor and Mr. Bercey. There were persons, said to be connected with the Company and contractors, present when the matter was discussed. I judged of the measure upon its own merits without a reference to whether the contractors were going to sell the Debentures, or who was going to purchase them.

JAMES ASHFIELD.

*John Carr*, called by Plaintiffs:—I was a Member of the City Council last year. I resigned in October last. I was not a Member of the Council, I think, when the gift of £25,000 was agreed to. I was a Member when the £35,000 loan was passed, and I think present in Council. I was a Member when the £50,000 Stock was agreed to be taken. I was present when the By-law was passed for the issuing of £100,000 Debentures, to consolidate the debt. The Mayor advocated strongly the passing of these By-laws, gift and loan, and when I made any opposition he endeavoured to persuade me to support them. After the rumors arising as to the Mayor having an interest in the Debentures, I put a question to him on the subject in Council, and he positively denied having any interest. My question was, whether he had received any benefit or expected to receive any benefit from the speculation about the £50,000 Debentures. He had previously answered a similar question from Mr. Romain, that he had neither directly or indirectly received any benefit from it, and did not expect to receive any. He answered my question by referring to his answer to Mr. Romain; and when further pressed he appeared annoyed and indignant, and said that if further pressed on the subject he should make it a personal matter. I have heard him declare the same thing both in and out of Council.

*Cross-Examined.*—I put the above question to the Mayor about 12 months ago; I think the latter end of last year. I think it probable that I voted for the £50,000 Stock: I thought it a good exchange for the previous gift and loan. The Mayor always took an active part in favour of the railroad. He advocated it as advantageous to the City. I opposed the issue of the Debentures for the £50,000, as they were considered illegal. If that was at the same time as the change of the Stock for the gift and loan I opposed the whole. The contractors proposed the issuing of the Debentures through some Members of the Council. I opposed it as wrong. I think I voted for consolidating the City debt, and issuing Debentures for the purpose. I think City Debentures in the early part of 1852 were at a discount of about 1 per cent. per annum for the time they had yet to run. When the Mayor was questioned in Council he said that he had never purchased any City Debentures except through an Agent, and to whom he had paid half per cent.

JOHN CARR.

*Charles J. Orton*, sworn for the Plaintiffs, saith:—I am a Director of the Northern Railroad, and a Shareholder. I have been a Director about 2 years. I also have acted as Agent for the contractors in some matters until about 6 months ago. I hold £2500 worth of Stock. I don't think the contractors hold nearly as much as £100,000 worth of Stock. I don't know of any sales of Stock in the last or present year of any consequence. I don't know the price. Very little Stock is held by private individuals less than £15,000, which it was originally. I don't know of any sales of Stock for money. It might or might not sell at 50 per cent. discount. I did not represent the Directors, while their Agent, in all matters, only for the purchase of right of way. I was acquainted with the transactions bet-

ween the Company and contractors as far as the Board of Directors was concerned relating to the change from £160,000 to £150,000. The arrangement for the purchase of Stock by the City was of no advantage to the Company. The £35,000 loan was to be paid to the contractors. The Company gave their Bonds to the contractors in lieu of the £35,000 Debentures, when the arrangement was made for the purchase of Stock by the City. This was the only advantage the Company derived from the arrangement, if it was one. I think the contractors had agreed to accept the Bonds before the Company gave up the £35,000 loan. The arrangement, however, was all one, and the acceptance of the Bonds depended on the relinquishment of the £35,000.

*Cross-Examined.*—The Company left the management of the charge from the £60,000 to £50,000 to the contractors. They were to carry it out, and the Company did not interfere. The Company did not care what the Debentures were sold for. It was of importance to the contractors to get money at the time of this negotiation. They were very anxious to have the arrangement for £60,000 carried out. They agreed to the second arrangement, and were anxious that it should be carried out.

*Per Cur.*—The Company gave over the £25,000 gift and £35,000 loan to the contractors as part of their arrangements. The Company was unable to give security to the City for the £35,000, and it was necessary to make a new arrangement; and then the proposition for the £50,000 Stock in lieu of the £60,000 gift and loan was agreed to by the contractors.

CHARLES J. ORTON.

*Kivas Tully*, called for the Plaintiffs:—I was a Member of the City Council in 1852. I remember the passing of the By-law for the issue of £100,000 Debentures. At the exchange of taking Stock of the Railroad Company in lieu of the gift and loan previously agreed to, I never heard a word of Mr. Bowes' interest in the Debentures at that time.

The first I heard of it was from placards on the wall. I never heard until to-day of Mr. Cawthra's offer to renew the Debentures held by him. I supported the By-law for negotiating the £100,000 loan. When the exchange was made with the Railway Company of taking Stock instead of the gift and loan we heard nothing of the necessity of a sinking fund; nor until the return of the Mayor from Quebec when we learned that the Government refused to legalize the Debentures unless there was a provision for a sinking fund of two per cent. I think the Mayor stated so from the Chair. I think this was upon the occasion of his first visit. This was perhaps 6 or 8 months before the passing of the Act authorizing the loan. It was not expected that a sinking fund would be necessary in the case of Debentures issued to purchase Stock, as the Stock might be disposed of. I was in favor of the negotiation of the £100,000 loan. If I had known of Mr. Bowes' interest in it I certainly should not have voted for it until I understood the whole circumstances of the case. If I had known of Mr. Cawthra's offer to renew his loan it would have made a difference with me, as a principal reason for the issue of the new Debentures was to meet those held by him. I think it was mentioned in Council that Mr. Bowes was negotiating a loan in England shortly before his election for Mayor. This was given as a reason for his re-election.—That and his general support for railways induced me to vote for him.

In 1852 he had a good weight in the Council as a good man of business, and a supporter of public improvements.

*Cross-Examined.*—The Mayor did not use any influence with me to induce me to vote for the issuing of the Debentures. I supported the measure on its

merits, as necessary for the progress of the railroad. If I had heard of the Mayor having an interest in the Debentures I should have made enquiry to see if all was right, as I think no Member of the Council should purchase Debentures. It might have affected my vote for the Debentures. I thought the Debentures issued ought to be legalized, and that was one reason why I voted for the £100,000 Debentures. I was not a Member of the Finance Committee.

The Mayor went to Quebec on other City matters besides the Debentures. I have understood that the County of Simcoe Debentures were illegal, for want of a provision for a sinking fund, in the same manner as those of Toronto. I do not think that the City has lost by the transaction in question.

If the Mayor bought the Debentures I should have hesitated as to my vote, because the contractors might have sustained a loss. I thought the whole arrangement was beneficial to the City, and still think so. I thought the contractors took the Debentures at par.

If any stranger had purchased the Debentures I should not have hesitated as to my vote; but I considered it a different thing when a Member of the City Council purchased; but I do not think that the interests of the City have been prejudiced by the the policy of the Act, or the affecting of the loan under it.

(Signed,) KIVAS TULLY.

*Andrew T. McCord*, sworn for the Plaintiffs, saith:—I have Mr. Ridout's letters [These letters are the letters referred to in Samuel Thompson's evidence as marked T and U] containing the offers relative to the negotiation of the Debentures to the amount of £100,000. I received them as Chamberlain of the City, which I was then and am still.

I have a letter from Messrs. Hagarty & Crawford offering to lend £25,000 for 20 years, at 6 per cent., deducting  $2\frac{1}{2}$  for expenses and commission: which I understood from Mr. Crawford would be  $2\frac{1}{2}$  per cent. This offer was made on the 9th or 10 of October, 1852.

The Finance Committee declined the offer. I think there was no other offers to lend money to the City at that time of any consequence.

The Debentures issued to the contractors were all lodged by me in the Bank of Upper Canada, at the request of the contractors and with the knowledge of the Mayor and Finance Committee. These Debentures were signed by the Mayor and myself as Chamberlain.—Generally the Mayor signed Debentures first. I don't generally put my name until they are on the eve of being issued, to prevent accident: they are filled up before the Mayor signs them. The Debentures in question were filled up by Mr. Boyd in the body of them. The coupons were some of them filled up by a young man in the Railroad Company's office, and then sent to me and completed: the contractors urged the issuing of the Debentures as soon as an order was made for issuing them; they seemed exceedingly anxious about it; there was considerable amount of Debentures over-due, probably £4000 or £5000 or £6000, when the £100,000 loan was negotiated, some of them several years, because sometimes payment was not demanded, and at other times when payment was asked parties were requested to wait until an arrangement could be made. I think there was over £4000 over-due when the £100,000 loan was negotiated. Some were about to fall due, not to a large amount, perhaps £2000 or £3000 during that year: about £3000 or £4000 have fallen or will fall due this year, £20,000 will be due to Mr. Cawthra on the 1st January next, and £10,000 to the Insurance Company. The Insurance Company, were willing to take payment of theirs before due, as they could make investments within a limited time: they are all retired now. All the Debentures I have mentioned were payable in Toronto at the Bank of Upper Canada. The

Bank pays the interest and charges it to the City. It makes no charge for this. Before the £100,000 loan was negotiated the City had no Debentures payable in England. The proceeds of the £100,000 Debentures were put to the credit of the City the day they were issued, I think. The Bank allowed 4½ per cent. on the £20,000 reserved to meet Mr. Cawthra's Debentures from 1st January last; on the rest of the £50,000 the Bank allowed no interest: it is within a very short time that the amount beyond that reserved for Mr. Cawthra has been withdrawn. I think there is still about £1000 in the Bank over and above the £20,000. Several of the City notes have not been presented until some time after they fell due. The £20,000 due to Mr. Cawthra is the only part of the debt payable out of the £100,000 loan remaining unpaid, except about £2000 or £3000 notes not presented. I think I was aware of the passing of the Act on the 11th October: the Mayor was in Quebec when the Act was passed. An imperfect copy of the Act was presented to the Finance Committee on the 11th October. I received a certified copy of the Act on the 22nd October: the last £7000 of the Debentures were issued on the 19th; they were signed by me I think on that day, by the Mayor previously; he told me he signed them before he went to Quebec. I can't recollect myself whether he did or not; I see no reason to doubt that he signed them before he went to Quebec. There is no minute of the Finance Committee authorizing the issue of the £7000 Debentures, but they met that day, and I have no doubt they sanctioned it: there are minutes for all the previous issues. The Mayor had power to issue the £7000 Debentures from the Act of the Council the day before. This may account for the absence of a minute; the minutes are in my custody. I am often present at the meetings of the Finance Committee, during the whole or part of the time. I was present I think at the meeting of the 28th April, 1851. I think I was present at the meeting of 21st June, 1851, and at that of the 2nd July, also 30th July and of 6th September.

*Cross-Examined.*—I think in consequence of the minute of 28th April, 1851, the Mayor applied to the Bank of Upper Canada to know on what terms they would guarantee the payment of the interest on the £100,000 loan. The Bank said they could not raise the loan unless the interest was guaranteed. The Mayor applied to the Bank in June, 1851, and got their assistance in raising a loan in England in order to reduce those outstanding notes, and the Debentures due and to become due. The same object was kept in view until the £100,000 was raised; and the Corporation has always been anxious to effect a loan at par if possible. The Bank declined assisting, as useless, without the guarantee of the interest. I think there was an application to know what they would charge for the guarantee. Mr. Ridout said he would communicate with persons in England on the subject of raising money; the result must have been unfavourable. I have known no loan, since I have been Chamberlain, of so large amount effected on such advantageous terms as the £100,000 loan. We gave Mr. Cawthra additional security, which made a difference in his case. I think the Insurance Company also had a mortgage.

We pay a commission of 1 per cent. on the interest to the Bank of Upper Canada for the payment of the interest; this is much counterbalanced by getting the loan at par. If the Debentures had been payable in Toronto without any collateral security the discount, upon them would have far counterbalanced the commission of 1 per cent. on the interest. On Hagarty and Crawford's offer, the Debentures were to be payable here. The contractors were deemed entitled to receive £50,000 Debentures. If we had not issued the £7000 under the £50,000 we must have issued them under the £100,000. We were bound to the contractors. Part of the £4000 for opening Colborn Street was paid to the contractors



for that work ; part were sold : that issued at par was in payment of work. When the Corporation issue Debentures at par for work, it is considered that the City pay more for the work. In the summer of 1852 the market price of City Debentures having 20 years to run was, I think, 20 per cent. discount, or 1 per cent. per annum : there were many sales at that rate. While the contractors had control over their £50,000 Debentures, the City had no funds wherewith to purchase them. The City could not have raised £40,000 to redeem them : had they wished to redeem them they must have issued other Debentures to the amount of £50,000 Debentures, except by accepting the offer of Hagarty and Crawford so far as it went ; I never knew any other offer beyond theirs. It was a long time afterwards. Debentures bear interest from the date of issuing them. Hagarty and Crawford's tender came at the same time that the Bank's did : and the Finance Committee accepted the Bank's as more advantageous ; the credit of the City was not used by the Mayor in purchasing the Debentures. It could not be used without my knowledge. The seal of the City, which is in my custody, never has been used for the purpose.

No delay was used in issuing the Debentures upon receiving the certificate of the Engineer of the railroad. This certificate was necessary before the Debentures could be issued. The certificate came through the Finance Committee, and they made an order for issuing the Debentures. Everything was done to expedite the issuing of the Debentures. The coupons were filled up at the Railroad Office to expedite them. I don't know what object the Mayor could have had in withholding the £7000 ; he did not in fact withhold it ; had the condition been complied with the contractors would have received the whole in July : the Debentures were lodged in the Bank for the contractors. The City has received par for the whole £100,000. The City has sustained no loss from the transactions that have occurred. I consider that the City has gained ; the transfer of the £60,000 gift and loan to £50,000 Stock was very favorable to the City. It had been in contemplation for a considerable time to raise a loan of £50,000, and it was done as soon as an opportunity of doing it beneficially occurred. A considerable amount of Debentures has been issued since the £100,000 loan : they have been sold at  $1\frac{1}{2}$  per cent. per annum discount. The effecting the £100,000 at par had the effect of improving the rates of the Debentures. The notes of the City I have mentioned were payable in a year with interest ; it was very desirable to convert such securities into Debentures. The issuing of notes was injurious to the City. The Bank would not assist the City while the notes were in circulation ; the notes passed current ; there was no difficulty in the City redeeming them : they were always redeemed readily, and therefore passed current. The City has received its Certificate of Stock from the Northern Railway : they have raised it not as original subscribers but as on a transfer from the contractors. I think by arrangement with the Company, but do not know. The certificate was for £50,000 Stock. Mr. Berczy wrote a letter offering to forego all objections to the legality of the Debentures ; and I think this letter had an effect on the Finance Committee in inducing them to pass the By-law. The contractors were always very urgent that the Debentures should be issued. Toronto Debentures were not known in the New-York market. I don't think they could have been sold there at par, or better than they could be sold here. I have no doubt the sacrifice made on the Debentures of the contractors assisted the City in raising the remaining £50,000, although the £100,000 loan was raised so long before. Mr. Cawthra's and the Insurance Company's Debentures fell due ; yet upon the whole I think the City has gained by the transaction, notwithstanding the loss of interest by getting the money at par ; the loan could not have been raised so favourably since. I heard that the contractors were raising money to



purchase ours. I was present at the meeting of the Finance Committee on the 11th October. The proposal of Mr. Ridout, which was considered at that meeting, appeared to them advantageous. It is not improbable that the Mayor may have signed the £7000 Debentures before he went to Quebec; he went, I think, about the end of September or beginning of October. It was probable he might be detained in Quebec, and the contractors might want the Debentures before he returned. The official notice of the passing of the Act was received after the issuing of the £7000 Debentures. The contractors were applying for them.

*Re-Examined.*—The City has to purchase exchange sometimes before the interest becomes due, in order to meet it. The Bank of Upper Canada pays it, and charges the City with the current rate of exchange. The Committee considered the Bank's offer was for the whole £100,000, and it was not considered whether Hagarty and Crawford's offer would have been less advantageous than the Bank's, had the Bank advanced the remaining £75,000 at par. I have made no calculation to ascertain the comparative advantages of Hagarty and Crawford's offer, and the Bank's, supposing the remaining £75,000 advanced at par. I think there was no advertisement as to taking up the loan of £100,000. I spoke to several parties about it. I know no reason why the parties who sold the Debentures in England could not have sold them as advantageously for the City. I don't know on what terms they were sold in England. My opinion as to the expediency of accepting Mr. Ridout's offer was founded on sales here. I did not suspect that Bowes had anything to do with the purchase of the Debentures until it became rumored about the town.

*Per Cur.*—There were £15,000 or £16,000 notes falling due in 1852, which it was necessary for the Corporation to meet. There was no avoidable delay in issuing the Debentures after the By-law of 28th June, 1852. The Mayor did nothing to delay the issuing of them. He gave me no directions to that effect.

(Signed,) A. T. McCORD.

Thursday, 22nd December, 1853.

*George Beatty*, called by Plaintiffs:—I am a General Agent of the contractors of the Northern Railroad. I have been so since they commenced operations here. I do all their business in their absence. Paper R is my handwriting. I prepared it a few days ago from the book of the contractors kept by myself in my own handwriting. It shews correctly the certificates of the Engineer of work done from time to time. The dates are of the days on which I received the certificates. It also shews correctly the certificates of Stock deposited with the Chamberlain, with the correct dates, except that 24th July should be 30th July. The 1750 shares, 750 shares and 2000 shares, of the £38,500 shares, were original shares issued directly to the City. The contractors drew £8000 from the Bank of Upper Canada. The third class of entries shews the dates on which we knew the amount of Debentures credited to us at the Bank, and to have been placed to our credit. We were raising a great deal of money at that time, and did not get the Debentures as rapidly as we desired or expected. In order to expedite them we had the coupons, with the exception of a few at the commencement, filled up in our office. I applied several times to get the Debentures issued, and urged expedition. I do not know exactly the causes of delay. Sometimes I believe the absence of the Mayor, sometimes the Debentures not being filled up. At that time the Stock of the Company had no marketable

value. I knew of none being offered except a few shares held by persons in the country which were offered at a merely nominal price. The contractors subscribed for £150,000 of Stock; this was under their contract. The County of Simcoe took £50,000. Private subscriptions were to the amount of about £15,000. I do not know whether any further sum has been taken by individuals lately.

Sales have been made lately at 40, 35, and 27½ per cent. discount. I cannot say whether the Stock is rising in value. Since the 1st of July last about 200 shares have been taken by individuals: previous to that, very few. The £35,000 loan to the Company by the City was taken by the contractors in the Company's bonds, so that the City have no lien on the road. The bonds were taken by the contractors as a payment of so much upon the work.

*Cross-Examined.*—The sale of the Stock to the City was not effected by me. It was done by Mr. George A. Lawmond, a member of the firm of Story & Company; he and Mr. Courtwright had special powers to act for the firm.

It cost a great deal of labour to fill up the coupons. There were forty of them to each Debenture. The amount of each Debenture was £250: they were filled up in my office for the sake of expedition. I cannot say what time elapsed between the deposit of the certificates and the deposit to our credit at the Bank—there may have been duplicate certificates one of which was handed to the Finance Committee from time to time, but I do not know it. When speaking of delay I do not wish to impute any intentional delay, but our necessities made us impatient; the Chamberlain showed every disposition to expedite matters. I never thought there was any intentional delay.

I could form no estimate of the value of the Stock in 1852, as there was none in the market, and it could not be said to have any marketable value.

*Re-Examined.*—I do not think that the delay was at all accounted for on the ground of the legality of the Stock being questioned on the 15th May, 1852. We received from the Engineer a certificate of £100,000 being due to the contractors for work done, and expected to receive at once the £24,000 due by the City upon work to the above amount being done.

*Cross-Examined as to last.*—the delay referred to. It was to the Company, not to the City, that we looked in regard to the £24,000 to which I have referred with respect to the certificate for the 3250 shares: 2000 of those shares had not been previously issued; and 1250 of the shares were by certificates surrendered by the contractors.

(Signed,)

GEORGE BEATTY.

*Samuel Thompson*, sworn for the Plaintiffs, saith:—I am an Alderman of this City, and have been for three years or thereabouts, and have been Chairman of the Finance Committee for about two years. I supported the gift of £25,000 and loan of £35,000 to the Company. I supported the By-law for carrying them into effect. I don't think at these periods any statement was made as to a sinking fund; afterwards, on a question as to the subscription of £100,000, and the Guelph Railway, it was stated that no sinking fund was necessary. I thought that none was necessary at the time of the Resolutions and By-law. I am sure the rest of the Council thought so too. I am sure that conversations took place on the subject, to which the Mayor was a party, but do not recollect any in particular.

A question arose as to the legality of the By-law. I had an interview with Major Lawmond, one of the contractors, in presence of the Board of Directors of the Company. I was instructed to attend the interview on behalf of the Corpo-

ration. I think Major Lawmond said that if the Debentures were issued, they could get par for them at New York. I reported what passed at the interview to the City Council, before the passing of the resolution for the purchase or taking of Stock. This interview had relation to the substitution of £50,000 Stock for £60,000 gift and loan; or rather upon looking over my evidence before the Committee, I recollect it had reference to the illegality of the By-law of the 28th of June. This interview was before the passing of this By-law. I reported what passed to the Council before the passing of the By-law. I reported what Major Lawmond said as to the Debentures being worth par; the same evening I think the By-law passed. I remember the arrangement afterwards made for changing the gift and loan to the taking of Stock. I supported the change as decidedly advantageous to the City, and I still think it was.

I don't know what the Stock was then considered worth, but I heard an opinion expressed by a competent judge that all Stock of a Railway Company is not worth more than 50 cents on the dollar, before the road goes into operation: that was my opinion when the Mayor proposed the change. I considered they were the best terms that the City could make. I supported this proposal on that supposition, and to promote the construction of the road. The Finance Committee, and I think the Council, were of opinion, that the Debentures would not require legalizing; but if they should, they were bound to procure it;—the Mayor was going to Quebec, and was requested to look to the matter there; this was when the City was applying for a loan of £60,000, as was originally contemplated, to consolidate the debt. On his return the Mayor reported that Mr. Hincks and, I think, the then Solicitor General, Mr. Ross, would not consent to legalize the Debentures without creating a sinking fund; but would consent to a loan of £100,000, in order to redeem the Debentures in question, and to consolidate the debt: this statement was made about the 23rd of August to the Council openly; I think and am sure the Mayor then recommended to the Council that that course should be taken, and that a petition should be forwarded to Quebec, embodying that recommendation: the Council agreed to this; I supported it, and moved the resolution; this was the first time we heard of the opinion of the Government as to the necessity for a sinking fund. I was not aware at this time that the Mayor or Mr. Hincks had any interest in the Debentures, nor had I any idea of it until I saw it stated in the public placards in December. I had several conversations with the Mayor, in which he always intimated that he had no interest in the Debentures; this was before and after the placards were put up.

On the day the letter of Mr. Ridout, containing the offer of the £100,000 loan, was presented to the Committee, the Mayor stated to me, I think, within hearing of Members of the Committee, that he was glad the offer had come from parties in England to take those Debentures, because he had had some idea of entering into the transaction himself, but that as he was Mayor of the City he thought it would have been improper for him to do so.

The subject was not then mentioned for some months until after the placards appeared; the Mayor then spoke to me on the subject, and appeared willing to communicate the circumstances to me, but I declined to hear them; this was after the election; I said that any information he might give me on the subject I should consider myself bound to make public; on this occasion he led me to believe from what he said that he was in some way interested in the purchase of the Debentures; I did not report this to the Council; it was a mere inference drawn by me from something he said, not an express statement on his part. I supported the By-law for the £100,000 loan. When I supported the resolution for the petition and the By-law for the £100,000 loan, had I known that Mr. Bowes was interested in the Debentures, my conduct and the course I took would have been materially affected.

Had I known that the conversion of the £50,000 Debentures from currency into sterling was for the benefit of Mr. Bowes and Mr. Hincks, I am sure I should have doubled the correctness of the transaction, and should have ascertained whether more favourable terms could not have been made for the City: in one respect the change was a disadvantage, in another an advantage to the City. It was a disadvantage that the City should pay for exchange so long as it was against Canada, which it has been for many years; it was an advantage to have the Debentures in the London market at a good rate; it was a decided advantage that a sinking fund should be created, not perhaps in this instance, but generally; but by the law as it stood a sinking fund must have been provided of 5 per cent., but in this case it was arranged that a sinking fund of 2 per cent. only should be provided, and thereby it was not a disadvantage in the particular case; it was also a disadvantage because the City would probably be required to provide a sinking fund also for the Stock in the Guelph Road, which was not at first thought necessary.

There had been negotiations with Mr. Ridout about the £100,000 loan previously to his letter. I heard from Mr. Bowes that there had been a negotiation between Mr. Ridout, himself, and parties in England, relating to a loan of £60,000, to consolidate the City debt. There was a proposal from Glyn & Company in London before Mr. Ridout's letter to advance the £60,000, for a commission of 1 per cent. I think Mr. Ridout communicated this to the Finance Committee. This was, I think, in the spring; perhaps two months before Mr. Ridout's letter of the 29th of September. They would have taken the Debentures at par, charging a commission of one per cent; Mr. Bowes several times stated during the previous 18 months, that City Debentures were intrinsically as valuable, or more so than Provincial Debentures, and if that fact were known in England they would command par if not more. I think he said he had written to English capitalists on the subject; I think he said he had received favourable replies.

Mr. Bowes did not lay before the Finance Committee the offer he received from contractors to sell their Debentures, nor any offer; nor did he mention that he had received a letter from them; he mentioned that the Debentures were in the market, I think in the presence of Members of the Finance Committee in their room, and suggested the propriety of the City endeavouring to make a favourable purchase of them; he suggested no method of doing this, except perhaps I think he may have suggested that the Banks would advance the money for the purpose; it was not thought practicable by the Members who heard it. This was before business commenced, or after it was over. There was no meeting called to consider this matter, and it was never formally brought before the Committee.

I think the Committee had nothing to do with issuing the last £7000 Debentures. It is the Mayor's duty to issue Debentures, unless some condition is attached to the issuing. I think the same conditions were not attached to the £7000 as the others. The issue of the £7000 was, I think, in consequence of the arrangement in pursuance of which the By-law of the 18th of October passed; had the Finance Committee ordered their issuing, it would have appeared in the Minute Book, and I do not recollect any order for their issuing.

*Cross-Examined.*—When it was considered that a Sinking Fund was not required for any Stock in any railways, there was, I believe, no subscription under consideration except the Guelph Railway. There was a Special Act for the gift of £25,000, and it was considered that a sinking fund was not required by it. An opinion had been expressed that a sinking fund was necessary when the By-law of 28th June was introduced, because the Special Act was over-ridden by the General Act, on the passing of this By-law. There was no influence exerted by the Mayor. The question as to the change for the gift and loan to the purchase of Stock was discussed on its merits in the Council. I believe the con-

tractors were very anxious to secure the Debentures, notwithstanding the question as to their legality. I understood from the Solicitor of the contractors, at the interview I have mentioned, that par could be got for the Debentures. Mr. Morrison was present at this interview: nothing was said as to the intended purchase of iron, making the Debentures, under circumstances, worth par, to the best of my recollection. The letter marked S I received from Mr. Berczy, the President of the Company, on 28th June, and that evening the By-law was passed. I would not have consented to the £100,000 loan had I known that it was for the benefit of Messrs. Bowes and Hincks, although no better arrangement could have been made for the City, because discreditable to the Finance Committee and the Corporation, as a matter of public morality. I don't think Mr. Bowes, having purchased the Debentures at 20 per cent. discount, would have affected the credit of the City. I think, comparatively, the City has been prejudiced by the loan of £100,000. I think a perfect knowledge of the circumstances would have enabled the City to make a better arrangement. I don't think they could have sold the Debentures at par without a commission on the capital, irrespective of any commission on the interest which must also have been paid.

*By Mr. Mowat.*—The book I have in my hand is the Minute Book of the meetings of the Finance Committee. The minute under date 21st June, 1852, is in my handwriting, and signed by me as Chairman. The minute of the 2nd July, 1852, and of the 30th July, 1852, and of the 6th September, 1852, and of the 29th September, 1852, and of the 11th and 19th October, 1852, are all in my handwriting, and signed by me as Chairman; and all the minutes I have mentioned represent correctly what passed at the several meetings to which they relate; they are read over by me to the meeting before they are signed.

*By Mr. Gwynne.*—I know it was mentioned, and I think by Mr. Ridout, that £60,000 would be advanced by Glyn & Company as I have mentioned. I think it was not an offer to dispose of the Debentures for a commission of one per cent. I am satisfied it was a direct offer by them on behalf of other parties to purchase the Debentures. The 1 per cent. commission to Glyn & Company was to be the only deduction from the principal. At that time the Corporation had not power legally to issue Debentures to carry this offer into effect. They were taking steps at the time to obtain a loan. The offer was not considered so favorable as could be obtained, and no steps were taken in consequence of it. The £50,000 loan, which was made afterwards, was, I think, more favorable than this offer: the first proposal was to effect a loan of £50,000, and it was afterwards increased to £100,000. Mr. Ridout communicated, I think, to the Finance Committee verbally before he wrote this letter, that a loan could be effected at par for £50,000 or £60,000. I recollect verbal negotiations before the letter marked T of which that letter was the result. I think the Mayor had negotiations with Mr. Ridout, and it was understood that a loan of £60,000 could be effected at par. How the £60,000 came to be reduced to £50,000 I don't know: this must have been before the Act. The loan actually made is better than the offer of Glyn & Company so far as the £50,000 is concerned: as to the remainder it is disadvantageous only as dictating loans to the City, what they might otherwise have avoided—I mean as to the occasion of a sinking fund: the result is that instead of paying 5 per cent., which would raise too much for the £50,000, the City pays 2 per cent., which is sufficient for the whole £100,000. I retain the opinion I expressed before the Committee as to the reduction of the sinking fund from 5 per cent. to 2 per cent.: getting the Debentures upon the London market is a great advantage; it has raised the credit of the City Debentures, and lessened the discount upon them. I think the regular payment of interest in London will

eventually make the City Debentures equal to Provincial Debentures; and it would have had the same effect upon the loan of £50,000, if it had been made. I think this result is more likely to ensue from the introduction of a large than a small quantity of Debentures, if the City should obtain power, and should in fact effect a loan at par in England, so as to redeem all the outstanding Debentures. I think this result more likely to follow. In this view the loan of £100,000 might be an advantage to the City; the rate of exchange is sometimes in favor of this Province. I think there is an equal probability of exchange being in favour of the Province when these Debentures become payable. I think the probability is that the average for 20 years would be against this country. I should object to the arrangement on this ground, if there were not a corresponding advantage in getting our Debentures upon the London market. I think the loan of £100,000 has contributed to this result. Debentures being payable in London is likely to make them have better credit than if they were payable here. The rate-payers cannot reasonably object to the Debentures being payable in England. I believe the contractors offered the Debentures in question for sale in Toronto, about the time they were purchased by Mr. Bowes. I did not know it at the time. The Mayor stated they were in the market when he mentioned it in the Finance Committee room, that the City might, perhaps, make a favourable arrangement for purchasing them. The members, I think, who heard it, decided at once that it was out of the question for the City to purchase its own Debentures at a discount, and I think the City would not have thought of such a thing. My impression was, until I knew the evidence of Messrs. Sheard and Beard, that they, or one of them, were present. The expression used was, that "the City could not shave its own Debentures." Several Members of the Finance Committee were present. The meeting of the 21st was held to consider a communication from the Northern Railway Company. The substance of what is contained in the minute of this date was reported to the Council: it was approved of by them. The contractors would have been entitled to £25,000 gift as soon as work to the amount of £100,000 had been done, and a certificate to that effect furnished. The first delay was occasioned by some difficulty about the Engineer's certificate, the certificate of the Government Engineer being required. At the meeting of 2nd July the Committee approved, under the circumstances appearing from the minute, of the £10,000 being issued. The proposition as to the £14,000 fell to the ground. It had probably been spoken of 3 or 4 days before. The contractors had reason to expect the £25,000 gift so soon as the requisite amount of work was done, whatever was done as to the £35,000 loan. It was ordered on the 30th July by the Committee, that £10,000 Debentures, in addition to the £15,000 already issued, should be issued on the contractors transferring £25,000 Stock. The minute of 19th October is on the subject of Mr. Ridout's letter marked U. When in my evidence before the Committee I said the Finance Committee and Council considered the arrangement beneficial, I referred to the arrangement relative to the £100,000 loan: in a pecuniary sense, I still consider the arrangement beneficial. It was opposed by three or four persons. It never came to a vote being given by the Mayor: he may have voted in Committee. I think that during the term of office of the Mayor, the City, in a pecuniary sense, has been benefitted by the financial arrangement of the Mayor. With the exception of the Sinking Fund, he has taken trouble on various occasions to make arrangements with the Banks for the benefit of the City. I retain the opinion expressed by me before the Committee, stated at page 46 of book marked V, except as to the sinking fund, and on the ground of public morality, in reference to this transaction. The restraints I refer to in that opinion, had relation to the Municipality incurring general debts



without providing sinking funds. I was aware that a sinking fund had been established with respect to this loan at that time, and the knowledge of the fact did not operate to the prejudice of the Mayor, in my opinion. My change of opinion with respect to the Mayor, is not solely attributable to considerations of public morality. I entirely disapprove of the establishment of a sinking fund. I think a better arrangement could have been made if a sinking fund had not been required. I don't know how City Debentures can be sold on better terms than at par. I think there was no occasion to issue these Debentures, and the City ought to have had the benefit of a Sinking Fund at 2 per cent., on the other £50,000. What I object to, was the introduction of the £50,000 Debentures held by the contractors, into the Act. I don't think the benefit of getting £100,000 instead of £50,000 upon the London market sufficient to counterbalance this disadvantage.

*Re-Examined.*—When I gave my evidence before the Finance Committee I was not aware what the transaction in question really was, nor was I so aware until the Mayor gave his evidence in this Court. Until he offered to mention the circumstances, as I have mentioned, I was his intimate friend. From that time I had my suspicions. I mentioned to several individual Members of the Council, though not to the Council, what he said. I and other Members of the Council have taken trouble as well as the Mayor, as much or perhaps more, to improve the financial condition of the City. The Mayor had more weight than any other Member of the Council before these transactions came to light. He advocated the Resolutions and By-laws relative to the Northern Railroad: he supported them actively.

*Per Cur.*—All I have stated respecting Mr. Ridout I learned from statements made in the Finance Committee, and, I think, by Mr. Bowes. I cannot say positively that the proposition of Glyn & Company was for any fixed sum, but think it had reference to the £50,000 or £60,000 loan, which it was desired to effect. I think, upon hearing what Mr. Ridout has stated in his evidence, that some months before the receipt of Mr. Ridout's letter respecting the £100,000 loan, there was a proposition from Glyn & Company to take £50,000 or £60,000 loan at par, deducting only a commission of 1 per cent. The offer appears to be as early as April. The proposition for the change from £60,000 gift and loan to £50,000 Stock came, I think, before the Finance Committee, and was approved by them before it was laid before the Council. I think it was brought before the Committee by Mr. Bowes. I think the Committee merely discussed it, and required a written proposal. I don't think there was any formal communication to the contractors, but having heard from Mr. Courtwright that the contractors were anxious for it, I communicated this to some of the Committee. I was not instructed, nor any other person that I know of, to communicate with the contractors on the subject. The Committee discussed it merely on the proposition of the Mayor. It was considerably discussed; there was a large majority in favour of it in the Council. It was considered as a purchase of Stock at less than 50 cents on the dollar. That is more advantageous, because the City was relieved from the loan of £35,000: on this view it was generally approved in the Committee; and this view finally prevailed in the Council. The arrangement made with the contractors was to take £50,000 Stock. Had we had funds we might have given them £25,000 cash in lieu of £50,000 Debentures. The object of the City was to assist the railroad; and it did not think of depreciating the Stock. If the City had had funds it would have been considered discreditable for the City to have given £40,000 for the £50,000 Debentures.

*By Mr. Gwynne.*—The minutes of the 23rd and 28th June represent correctly what passed at the meetings to which they relate. I think there is no minute of proceedings before the Committee relative to the change of the £60,000 gift and loan to £50,000 Stock. The City would not sell its Railroad Stock at 50 per cent. discount.

(Signed,) SAMUEL THOMPSON.

*Thomas G. Ridout, Esquire,* recalled :—Since my former examination I have found a letter from Mr. Hincks, which refers to an offer from persons in London in reference to a loan to the City. The letter is dated 25th September, 1852; the letter now produced is that letter. I had no communication on the subject of the loan of any kind whatever with Mr. Hincks, or with any person on his behalf previous to this letter.

*Cross-Examined*—No proposition was ever made by the Bank to the effect that Glyn, Halifax & Co. would negotiate City Debentures at par upon a commission of 1 per cent. At the instance of the Mayor or some other person on behalf of the City, I addressed a private note to Glyn as to the negotiation of City Debentures in London, I think, in the fall of 1851, and received a very discouraging answer,—so much so that I think I did not communicate it to the City. I never received authority to make such a proposition as is suggested, and never did to the City Council, or any person connected with it, or to any one whatever. He therefore must be mistaken upon that point. It could not have been the case that the Bank was requested to negotiate a loan for £50,000 only, instead of £100,000. I have no recollection of anything of the kind. The letter of the 28th September, 1852, was the first offer of the Bank on the subject, to the best of my recollection. I was not authorized to make an offer of £50,000 to the City under the Consolidated Loan Act. I understood that it was doubtful whether the City would choose to avail itself of the provisions of that Act.

(Signed,) THOMAS G. RIDOUT.

*George P. Ridout,* sworn for the Plaintiffs, saith :—In 1851 I was an Alderman of the City, and Chairman of the Finance Committee. The minute of the 28th April, 1851, is in my handwriting, and signed by me as Chairman, and is a correct statement, to the best of my belief, of what occurred at the meeting to which it relates: the persons there mentioned as present were present. I am a Director of the British America Insurance Company: the City was indebted to them in £10,000; the Company was not anxious for payment; the City made a proposition for paying the debt before it became due. The Company, after some correspondence, determined to accept the proposal, and receive payment from time to time, as they could re-invest the money. I have no reason to think the Company would have required the money before it became due, nor that they would wish it then, as they were amply secured.

*Cross-Examined.*—The Company lent the money for the sake of an investment. I have only expressed my opinion, not a matter of fact. The Company, besides Debentures, had a mortgage on City property. The City, when they made the proposition, I take it for granted, wished to get rid of the mortgage, otherwise they would not have made the proposal. At the time of the meeting of the Finance Committee on the 28th April, 1851, the intention was to issue new Debentures, the interest to be payable in England, and to negotiate them in England; and the Mayor was to ascertain from the Banks how it could best be done. We did not succeed at that time in effecting a loan as proposed. At this time City Debentures were, I think, at 1 per cent. per annum discount.



*Re-Examined.*—I am Governor of the British America Insurance Company. The Company took a second mortgage on the property mortgaged to Mr. Cawthra, contrary to their usual practice, feeling perfectly secure. I don't think the mortgage embraced the whole City property. Had it been found necessary to make the principal as well the interest payable in England, I think the Corporation would have consented to it.

*By Dr. Connor.*—I was Member of Parliament when the Act for the £100,000 loan passed. Mr. Boulton had charge of it. I had no instructions from my constituents relative to it.

(Signed,)

G. P. RIDOUT.

Depositions taken *viva voce* in open Court, on Wednesday the 11th day of Jan., A.D. 1854, in a certain cause pending in the said Court of Chancery, wherein David Paterson and others are Plaintiffs, and John G. Bowes and the City of Toronto are Defendants.

On the part of the Defendant *Bowes*.

*Milton Courtwright*, sworn for the Defendant *Bowes*, saith:—I am one of the firm of Story & Company, the contractors for the Northern Road. Story & Company were to get the £25,000 gift as a bonus beyond the mileage price. This was understood at the time of entering into the contract, and was part of the consideration of taking it.

The £35,000 Loan was in lieu of so much private subscription. The Company were to get £50,000 private subscription, and only got £15,000; and the £35,000 loan was to come into the place of the residue. I was here on the 28th June, 1852. I was frequently here except after that, and a short time before, but during the progress of the work I have been here more than any other member of the firm. Mr. Lawmond was here some times when I was not.

I was anxious for the passing of the By-law of the 28th of June. I pressed its passing because we had arranged with Mr. Roberts of New York for all our iron, and had undertaken to place a portion of the Debentures in his hands. It was very important to us to get the Debentures at that time. The iron was then being delivered, and we got it at a pretty low rate. It had risen at that time. We got it at a very low rate. We paid 39 dollars at Quebec, and it was worth there, I think, 50 dollars. We got 1000 tons here at 37 dollars. It was an object to us not to forfeit our contract. Several ships had, I believe, arrived or were on their way with it. For these reasons we were anxious to get the Debentures, and to get the By-law passed. We had a legal adviser here from New York.

We were aware that the legality of the By-law was questioned, but we were willing to run the risk, and take the Debentures. Our legal adviser was also agent for Mr. Roberts. I remember writing a letter to Mr. Bowes, dated, I believe, 30th June. We had previously endeavoured to sell the Debentures, but had not succeeded. We had authorised Mr. Roberts to sell a portion if not the whole at 85 cents on the dollar. He had not succeeded. We never expected to get par for them. Never said so, that I know of. Before writing the letter we had had a conversation with Mr. Bowes two or three days before. He proposed to purchase the Debentures at 80 cents on the dollar. We told him we thought he could have them; and he wanted a written proposition, and in consequence the letter was written. This was the first proposition that was made between us and the Mayor. I am not sure whether we accepted his offer at once, or said only we thought he could have them. We thought this was as good an offer as we could get. It was no favour to Mr. Bowes.

We preferred selling the Debentures here after the legality of the By-law was questioned. We should have sold them to any other person on the same terms, as readily as to Mr. Bowes. I supposed it would be difficult to negotiate so large a sale in this City. Mr. Bowes did not attempt to make use of their supposed illegality to get them cheaper. I considered the matter closed after writing the letter, and seeing Mr. Bowes, and understanding from him that it was closed. I never supposed that Mr. Bowes kept back the Debentures, although we thought they were slow in issuing them. We were anxious to get the Debentures. Dr. Beatty attended to the getting them to be issued. The understanding was, that as issued they were to be deposited in the Bank of Upper Canada.

I was not here when the purchase of Stock was substituted for the gift and loan. In itself I did not consider this an advantageous arrangement for the contractors, but the reverse, but necessity compelled us to accede to it. I would not have consented to it on any account, had we not been much pressed for funds. I am aware that there was a difficulty between the Company and the City, and between the two we were kept out of the Debentures. We took the Company's bonds in lieu of the £35,000 Debentures, which were not then so available. We would have cancelled the gift, and sold the Stock for less than par payable in Debentures. I consider this arrangement very advantageous for the City.

*Cross-Examined.*—We had agreed to deposit the Debentures with Mr. Roberts, to a certain amount. He was to sell and apply the proceeds to account. He was to sell them when he could. I think he intended to sell them in London, but am not sure. We had limited him to 85 cents on the dollar. He was not to sell them for less.—This arrangement was made in the winter previous. We were entitled to £24,000 Debentures on the 16th May. I supposed the Council hesitated on account of the supposed illegality of issuing them; I heard no other reason: as regards the £10,000 of the gift, or as to the £14,000, they could not agree upon the security; it was part of the loan. We pressed the issuing of the Debentures. I spoke to the Company and also Mr. Bowes about it. I don't recollect hearing of any difficulty before the 16th of May. I think I mentioned to Mr. Bowes that we intended to place the Debentures with Mr. Roberts. I only recollect one conversation about selling to any other person in Toronto than to Mr. Bowes. We talked, however, about the value of the Debentures several times. I recollect talking with Mr. Bowes generally about the road and the Debentures; but I cannot say that we talked of the value of the Debentures before the sale to him. We did not suppose we could sell the whole amount here, and thought we could sell them better in London or New York, and that was the reason we did not apply to parties here. We could put an end to the arrangement with Mr. Roberts as to the sale of the Debentures, had we pleased.

We were to pay for the iron as it was delivered, whether the Debentures were sold or not. It was to be delivered as rapidly as possible. It was arranged between Mr. Bowes and ourselves, that the Debentures should be placed in the Bank. We did not see Mr. Bowes after the conversation until I wrote the letter, that I recollect. I understood that Mr. Bowes bought the Debentures, but whether for himself or another I did not know, nor did I know it until the facts were disclosed in this Court. I think we told him that we were in the habit of making such transactions confidential. This was at the time of the conversation. I said this because I thought it was new business to Mr. Bowes, and he would not understand it otherwise. It was material to us that this matter should not be divulged. That was the reason I made the remark.

We expected to get the Debentures after the By-law was passed, as soon as we were entitled to them. We directed the Chamberlain to deposit them as issued in the Bank. We sold the whole £50,000 on the same terms, although

my letter mentioned only £24,000. The residue of the Debentures was talked about at the original conversation, but no arrangement was made with respect to them. I did not suspect Mr. Bowes to be the cause of the delay in issuing the Debentures; the chief delay had occurred before this time. We had disposed of £6000 Debentures otherwise, and did not know whether we could let Mr. Bowes have them. I cannot tell at what rate we sold them. We paid for right of way with them. We re-purchased £50,000 of the £60,000 at 80 cents on the dollar. We only got £40,000 in money for the £50,000 Debentures.

We would have given up the gift and loan, and sold the Stock for £40,000 money, to the City as well as to Mr. Bowes, had it been proposed to us at the same time. In fact we would have made the same arrangement with anybody, so that we got the same amount of money. We were not certain of getting 85 cents on the dollar, and I think we should have sold for 80 cents, even had the By-law been unquestionably legal. I don't know whether we could have got 85 cents. I think Debentures were selling for 80 cents then in the City. We got so much less for our work in consequence of the £25,000 gift being relinquished.

*Re-Examined.*—Captain Strachan offered us for a small amount of Debentures 75 cents on the dollar, provided we gave him the option of an additional amount of 80 cents at a future time. We had not made up our minds on the 28th of June to sell the whole of the Debentures, considering ourselves pledged to Mr. Roberts. I had no idea that Mr. Bowes wished to purchase, before my conversation with him.

I was not aware that the first £8000 was raised upon the credit of Bowes & Hall. I think Mr. Bowes knew we had to get back the £6000 which we had sold. I think we had told him that some of them were beyond our control. I did not know that any other person was concerned with Mr. Bowes. The suggestion as to keeping the matter secret came from me, and was dictated by regard for our own interest. I did not apply to the Council to hasten the Debentures, and I don't know that the Company did.

*By Mr. Mowat.*—I desired the sale to Mr. Bowes to be considered confidential, because we had not sold all the Debentures, and it might prejudice the sale of the rest. I did not come here long before the 28th June, at that time—only a few days before. For some time previous none of the firm had been here. Previously I had been here, and also Mr. Lawmond. During the spring I was here part of the time, also Mr. Lawmond part. We were willing to run the risk of the illegality of the By-law, as we were advised by our legal adviser, and also Mr. Boulton; and it was thought the By-law was not illegal; and at all events, the Debentures would be legalized. We felt sure also that the City would not repudiate them. We repurchased the £5000 Debentures we had sold, because Mr. Bowes wanted to get the whole £50,000.

(Signed,) M. COURTWRIGHT.

*Charles Daly*, called by Defendant *Bowes*:—I am Clerk of the City Council, and have been so since the beginning of 1835. It is part of my duty to attend all meetings of the Council, and take minutes of their proceedings. The minutes taken by me are a correct record of such proceedings. Upon a motion being moved and seconded, and its being entered that the motion was carried or ordered, it imports that the motion was carried without a division being called for; although members may have expressed differences of opinion. No entry is made of a motion being carried unanimously, unless it is expressed by all the members present rising in the affirmative on a motion. The books before me contain the minutes of Council taken by me in the Council at the time, in and

since 1850, down to 6th June, 1853. At the request of the Solicitors for the Defendant, I made extracts from the minutes of all proceedings in the Council relating to the gift and loan by the Council to the Railway Company, and the taking of £50,000 Stock in lieu thereof. The paper now produced to me marked A 1 contains such extracts: they are true copies from the entries in the Minute Book. I find in the Minute Book no other entries in relation to these matters, except on the 11th June, 1852, and 13th September of the same year. It contains a true copy of the petition set out. The petition was prepared in the office of the City Council's Solicitor, Mr. Gamble. I forwarded the petition to Mr. Boulton, the senior member of the City, in accordance with the order of the Council; and also communicated with the other member, Mr. Ridout. The Bill for consolidating the City debt, was also prepared by Mr. Gamble. The motion of 23rd August, as to the petition for the law to authorize the issue of £100,000 Debentures, was carried without any division being called for. I do not recollect whether there was any discussion upon it. If Mr. Bowes had been directed by the Council to take any steps in relation to the sale of the Debentures, there would have been a resolution to that effect; or if he had been directed to act for the City in any matter. There is no such resolution in relation to the Debentures in Council. In other matters in which he has acted there have been such resolutions.

*Cross-Examined.*—When the Council is in Committee of the whole, the yeas and nays are never recorded. When in Council they are recorded when desired by two members. The Council did not meet on the 9th June, 1852. I have no copy of Mr. Gamble's draft of the consolidation of City Debt Bill. It was sent direct to Mr. Boulton. I find no minute of any application by the Railway Company for the payment of the first instalment of the £25,000 gift before the 11th June, 1852. That is the only reason I have for saying that they made no such application before that date. I do not know as to applications to the Finance Committee. I do not attend its meetings. The Mayor was a Director of the Northern Railway Company for the City from October, 1851, to February or March, 1852. Mr. Cameron was appointed as such Director on 6th March, 1852, and on 7th June in same year Mr. Armstrong was appointed. No appointment has been made since until the recent appointment of Mr. Capreol. I understand the Company questioned the right of the City Council to appoint a Director after the change from the gift and loan to the taking of Stock. I have with me, and produce the opinions referred to in the minutes in regard to the validity of the By-law. They are marked A 2 and A 3: they are all I am aware of having been taken; they were received before the By-law was passed; I think they were mentioned in debate, but not formally laid before the Council. The paper marked A 4 is the Report first adopted by the Select Committee appointed by the Council to enquire respecting the Debentures now in question: it is in the handwriting of Alderman Denison. It is not the Report which was presented to the Council by that Committee: another was adopted and presented. A letter was received by the Committee from the Mayor before the adoption of the above-mentioned Report, and the note of receipt of that presented to the Council. I was present at the meetings of the Committee. No document or evidence other than the letter was received by the Committee between the adoption of the first and second Reports. The offer of Messrs. Crawford & Hagarty to take certain Debentures is not in my possession. The Chamberlain is the proper officer to have that document.

*Re-Examined.*—I think that Mr. Cameron did not act as a Director for the City on the Northern Railway. The Chamberlain signs cheques for the City money, not the Mayor.

(Signed,)

CHARLES DALY.

*Charles Berczy*, called for Defendant *Bowes*.—I have been connected with the Northern Railroad since its commencement, as a Director of the Company. I became Chairman, then Vice-President, and then President of the Company. I succeeded Mr. Walter as President, and Mr. Morrison succeeded me. I was President in the summer of 1852. I took an active part in the negotiations between the Company and the City Council. The £25,000 gift was included, and formed a part of the tender of the contractors. As to the loan, the City were to give the Debentures and receive the Company's bonds. The City wished to have the first lien on the road by way of security for the loan. This the Company objected to, as it might prevent their getting the Government guarantee, as that would be granted only on the Government having the first lien. There was a great deal of discussion between the Company and the Council. Some of the Council, and I think among them Alderman Thompson, appeared to be inclined to press the lien, but I cannot speak positively. I had daily interviews with the contractors on the subject, and have been present at discussions between the contractors and Members of the Council. From what passed I thought the contractors might be willing to give up their bonus, and take City Debentures, giving Stock for them. I suggested this to Alderman Thompson. He appeared not to understand my suggestion, or not to entertain it. I then made the same suggestion to the Mayor, who thought it a good plan, and requested me to communicate with the contractors. I met Mr. Lawmond and Mr. Orton. After some discussion they agreed to give £50,000 of Stock, and receive £50,000 City Debentures, and to relinquish the gift of £25,000 and the loan of £35,000. I was anxious to make this arrangement for the sake of the Company, as without it they could not carry out their agreement with the contractors on account of the difficulty in effecting the loan. I thought it a most advantageous arrangement for the City, and it certainly was so. I believe the assent of the contractors was communicated immediately to the Mayor, and proposed to the Council shortly afterwards. The Mayor never spoke as if he had authority to make such arrangement himself, but he spoke of recommending it to the Council. I did not wish to appear in the matter, and requested the Mayor not to mention my name in connection with it. Mr. Courtwright expressed himself dissatisfied with the arrangement, and spoke of it as a loss to the contractors of £12,000. I did not expect that so favourable an arrangement for the City could be made, and was surprised that the contractors, whom I saw on the subject, entered into it so readily. The Government required that Mr. Keefer, the Engineer, should examine the road before giving the guarantee. The Council required that the road should be examined by an Engineer unconnected with the road. That was one of the reasons assigned for the delay in the issue of the Debentures. I think Mr. Keefer had at that time examined the road, and I thought that sufficient. None of the Company's Stock was in the market at this time. I do not think it had then any marketable value. We had agreed with the contractors that £50,000 of the Company's bonds should be given to the contractors, provided that private Stock be taken to that amount. Only £15,000 was taken, and we applied for the loan from the City to make up the difference. It was a great object with the Company to get City Debentures for the amount, as we apprehended that without it we might not get the Government guarantee. In my communication with the contractors, it was clearly understood that the Stock held by the contractors was to be given in exchange for the City Debentures, not Stock held by the Company. The contractors would not have entered into the arrangement upon any other footing. I do not think that the contractors could have been induced to give the Stock at a discount, besides relinquishing the gift in exchange for Debentures. They thought they were making a great sacrifice, as I was.

*Cross-Examined.*—I thought the City was to have a security on the road besides the Company's bonds, but not the first security. I believe the chief, if not the only difficulty, was the City expecting to have the first charge. The Company got the Debentures for the contractors as fast as they could get them issued. I have no recollection of the City being ever willing to take a second lien on the road; if they were it has completely escaped my recollection. I feel quite sure that at one time the City required a first lien, and that it was at that time that I had all the trouble and anxiety about the bonds. The difficulty about the legality of issuing Debentures for the railway occurred about the same time. Alderman Armstrong appeared willing to forego the first lien, and the Mayor said he would throw no obstacle in the way. These difficulties were about the Loan Debentures.

*Re-Examined.*—Any application to the City for the issue of Debentures would be in writing, accompanied by our Engineer's certificate as to the amount of work done. Upon hearing read the minute of Council of the 11th June, 1852, and being told that the entry of application by the Council therein made is the first entry of such application, I say I believe that that application was the first made by the Company to the Council on that subject.

(Signed,) CHARLES BERCZY.

*Joseph Curran Morrison*, sworn, for the Defendant *Bowes*, saith:—I am President of the Northern Road, and became so in December, 1852. I am Member of Parliament for Niagara, and took my seat 29th September, 1852. I have been a Director of the Northern Road from the first, and have been Vice-President. I took an active part in the negotiations between the City and Company and contractors regarding the gift and loan. The Company had undertaken to procure £35,000 Debentures by way of loan for the contractors. There was a difficulty as to the loan. The Corporation required a mortgage security. I opposed this. They first required a lien on the road; they then required a mortgage, on its being explained that the lien would interfere with the Government lien. I opposed both plans as prejudicial to the interests of the Company. I had interviews with several Members of the Council on the subject, particularly Mr. Thompson, Chairman of the Finance Committee, and who took an active part in the matter for the City. I explained to them the reason of my opposition. The difficulty was how the City were to redeem the Debentures, and I suggested that the bonds to be given by the Company should be payable in 10 years, which would enable the City to redeem their own Debentures, payable in 20 years. I did not succeed in carrying this suggestion into effect. The contractors were aware of this. We on several occasions advised them to do the best they could. They said they could not go on unless they got some money. They said they could not raise money on the Company's bonds, at all events until some part of the road was finished. I was afraid the road would be stopped. They required money at this time to meet the purchase of iron. I was aware of the contract they had made for iron, and of the rise in price of iron, and of the importance of their getting money to complete it. They had entered into contracts for £90,000 worth of iron. It was purchased at £4 10s. sterling per ton, the invoice price. It had risen to £9 sterling per ton. Part of the iron was seized at Quebec as being entered at too low a price, viz., £4 10s. The contractors could have realized a large profit by re-selling the iron, and the Company was apprehensive that they would do this, and that the road would fail. A special meeting of the Board was called, to ascertain if the Company would accept the proposed arrangement for converting the gift and loan into a

purchase of Stock. I did not approve of this arrangement. I thought it very advantageous to the City, but not so advantageous to the Company as if the City had taken £50,000 Stock of the Company. I was not present at the meeting. I thought the City was purchasing the Stock at 50 per cent. discount. I thought it hard upon the contractors, and that the City were taking advantage of them. The contractors gave £50,000 Stock for £25,000 Debentures, in fact. Mr. Berczy took credit for this arrangement, and it released the Company from their fear about the road, and the Board was well pleased with it. I had repeated communications with Mr. Lawmond about the sale of the Debentures. He wanted me to get them payable in New York. They did not expect to sell them here at all. Mr. Lawmond several times pressed me to sell the Debentures for them. I advised him to go and see Mr. Cawthra, and told him that I had heard he was purchasing Debentures at 20 per cent. discount. At the time the contract for building the road was entered into, Debentures were set down as worth 20 per cent. discount. The contractors calculated them at that rate as cash. Mr. Lawmond offered them to me at that rate. He offered me 5 per cent. to negotiate them, and I was to sell them at 20 per cent. discount. I declined to interfere in the matter. I don't think I could have sold them at 25 per cent. discount here. I mean the whole amount. I took an active part at the Board in managing the affairs of the Company. I frequently saw Mr. Lawmond. I don't remember any complaints from the contractors that the Debentures were delayed. I thought the City originally was to have no security for the £35,000 except the bonds of the Company. I was consulted about the By-law of 28th June, and asked to give an opinion about it. Mr. Thompson, Chairman of the Finance Committee, attended our Board a short time before the passing of the By-law. I was also consulted about it by a professional gentleman from New York, acting for Mr. Roberts and Mr. Courtwright. I was of opinion, and so stated, that the By-law would be valid without publication, and without providing a sinking fund. The gentleman from New York had looked over the Acts, and brought them to my house. He was of the same opinion as myself. Publication was the principal point in question. Something was said about getting an Act of Parliament to legalize the Debentures. I said I had no doubt a law would be passed to legalize the Debentures if necessary. I thought so. I was aware that the County of Simcoe were about to apply to get such an Act. I intended to assist in getting it. The Company was anxious then to get the Debentures for the contractors. The Company was anxious to get the By-law passed. I communicated with Mr. Boulton on the subject. He took an active part in the Council in favour of the Company. I was present on one occasion when Mr. Boulton stated in the Council that the Legislature would certainly pass an Act to legalize the Debentures if necessary, and, if the Company desired it, that he would endeavour to get such an Act passed. I intended to get one Act to legalize the Simcoe Debentures; to amend their Charter, and if necessary to legalize these City Debentures. I spoke also to Mr. Dempsey on the subject, and probably many other Members of the Council. The contractors were anxious to get the By-law passed: they were most anxious; my anxiety was entirely on their account. Mr. Lawmond repeatedly said he would rather have £500 than £1000 six months afterwards. I was instructed afterwards to draw a Bill for all the purposes I have mentioned. I did so, and took the Draft-Bill with me to Quebec. Mr. Boulton introduced the Bill I had drawn into the House. This Bill did not contain the intended provision for legalizing the City Debentures. The City Consolidation Bill was introduced on the same day. The Bill I took to Quebec contained the mere heading. I afterwards drew the Bill *in extenso*, and I had then abandoned the intention of inserting a provision relating to the



City Debentures, because a Petition had been presented, and a separate Bill was to be introduced to take them up. The Petition was presented to the House by Mr. Boulton on 1st September; read 2nd or 3rd. I think I was never in the slightest degree influenced by Mr. Bowes in any of these proceedings. He never spoke to me on the subject, that I am aware of. I remember the second reading of the City Consolidation Bill. It was taken out of its order on 4th October. The reason was we had a discussion that evening about repealing the 5th and 6th clauses of the Consolidation Railway Bill. These clauses required certain conditions precedent to the introduction of Railway Bills, and the Speaker having decided that no Railway Bill could be introduced, it was decided that a Bill should be passed hastily to expedite several Bills. Mr. Boulton asked me on this occasion to speak to several Lower Canada members to get the City Consolidation Bill taken out of its order. I did so, and Mr. Boulton moved the second reading of the Bill, and it passed through Committee, receiving some amendments, and was ordered to be read next day. It was read on the 6th. Mr. Boulton was anxious to get the Royal Assent at once given to it. No such Bill could have been passed at that time without containing a provision for a sinking fund. There was no difficulty in getting such a Bill through the Legislature, the Corporation having presented a Petition for it. There was no division upon it. There were similar Bills passed about the same time from other places. Mr. Bowes never spoke to me on the subject, that I recollect. He was at Quebec at this time. Mr. Hincks never spoke to me on the subject. I don't think any application relating to the gift of the £25,000 would have passed through the Board, but an application relating to the loan of £35,000. It would have been necessary to produce the Engineer's certificate. Mr. Seymour, the Engineer, was supposed to have been appointed by the contractors, and it is probable that the City required a certificate from another Engineer. Mr. Cumberland was appointed, and gave all the certificates. Three months were given by Act of Parliament to subscribers to take back their Stock. Very few did so. I saw Mr. Cotton in Toronto on Christmas morning. This was the first time I heard of any difficulty about the £10,000. I knew it from the placards that were posted about.

*Cross-Examined.*—I am Solicitor General for Upper Canada, and have been so since last June. Mr. Hincks is the principal Member of the Government. His connection with this matter has been the subject of much public discussion. I first learned that the City required the loan of £35,000 to be secured on the road, from Mr. Gamble, at the time of the Company's making application for part of the loan.

Mr. Gamble sent me some instrument to look at. He was Solicitor for the Corporation and the Company. He prepared the instrument as Solicitor to the Corporation. It provided for a first lien after the Government lien in favour of the City. It expressed this. Until this I was not aware that the City required a security on the road. I have no doubt that I had then read the resolution agreeing to give the loan of £35,000 which requires security. I did not draft the By-law of the 28th of June, nor did I read it shortly afterwards; my impression is, that I was not aware that the By-law provided for security on the road. I was present at the discussion of the By-law in the City Council. I don't recollect anything passing on that occasion relative to security on the Road. There was no discussion, I think, about security until the 2nd of July. The impression on the minds of the Members of the Board of the Company was, that security would not be required by the City. I don't know from what this arose. From the time that the £25,000 gift was resolved upon, I have no recollection of being present



with the Mayor except once with Mr. Berczy. I have no doubt I have spoken to him, but I don't recollect any particular conversation. I thought the Corporation hostile to the railroad. There was never any difficulty about the £25,000 gift. The first difficulty about the loan of £35,000 was the security. I opposed it strongly. I objected to the Company's giving any preferential security to any other bonds the Company might give upon future loans. I think the whole board were of this opinion. The mortgage subject to the Government lien was always spoken of as a first security. My proposal that the Company should give bonds at 10 years was not accepted, I believe. I think it was proposed. I am quite sure I suggested the 10 year bonds to Mr. Thompson, and probably other Members of the Council. The contract for building the road, when the contractors estimated the Debentures at 20 per cent. discount, was made, I think, in the fall of 1850 and 1851. I suppose Mr. Lawmond applied to me to sell the Debentures immediately after their first issue in June or July, 1852. I suppose it was before the 30th June. It was during that summer. Mr. Courtwright was not here then.

Mr. Lawmond offered me the Debentures and 5 per cent. if I would sell them, I think, at or about the same time. I am sure the commission offered to me was 5 per cent. I am not quite certain that I was authorised to sell at 20 per cent. discount extra the commission. I did not think I could sell them on any terms here. My impression is not altered by hearing that Mr. Roberts was commissioned to sell at 85 cents on the dollar. Mr. Courtwright complained frequently of Mr. Lawmond's contracts and arrangements.

I was consulted about the legality of the proposed By-law of the 28th of June, shortly before it was passed. I thought I was consulted as counsel and not as Director or Vice President of the Company, but I made no charge. I did not give a written opinion. I don't recollect whether the point of the sinking fund was raised. I did not know that a sinking fund would not be provided. Parliament met on the 19th of August, 1852. I received instructions for preparing or drafting a Bill for the purposes I have mentioned, and drew the headings as I have mentioned. This included both the Simcoe and Toronto Debentures. I received my instructions the same week I went to Quebec. I think I returned from Quebec without drawing the extended Bill, and while here I think I drew the Bill. I think this was some time in October.

I sent the Bill, as drawn, to Mr. Boulton at Quebec. I took charge of the Bill in the House. I drew the Bill here, I think about three weeks after I had given the headings to Mr. Boulton. I was at Quebec about a week when I took down the headings. When I left Quebec this time I had heard of the intended introduction of the City Consolidation Bill. I had heard of the petition for the purpose. I was watching the Bill I had prepared, and had the provision about the City Debentures not been introduced into the Consolidation Bill, I should have introduced it into this Bill. No one spoke to me about not introducing this clause into my Bill, but I omitted the clause when I drew the Bill.

The City Consolidation Bill had been passed. The Consolidation Railway Bill required amendment, and the Governor General was coming down three days afterwards to assent to it, and that was the reason Mr. Boulton spoke to me, as I have mentioned, about the City Consolidation Bill in order that it might be assented to at the same time.

My statements relative to the passing of this Bill, were taken from the Journals this morning, otherwise I could not have stated all of them with so much accuracy.

*Re-Examined.*—I have no doubt that the Debentures were offered to me at 20 per cent. discount, and my impression was, that I was to sell at that rate, and receive my commission besides, of 5 per cent.

It was after the Debentures were offered to me at 20 per cent. discount that I was requested to dispose of them, and was offered a commission of 5 per cent. The Company would not have sold Stock at a discount at the time of the conversion of the gift and loan to the purchase of Stock. When I left Quebec the first time, I came up to my election. When I returned, I took my seat, and remained at Quebec until the 6th of October, and then came to Toronto, and while here drew up the Bill I have mentioned.

*By Mr. Mowat.*—The Company would gladly have taken £50,000 Debentures from the City for the same amount of Stock.

(Signed,) JOS. C. MORRISON.

*George Platt*, called by Defendant *Bowes*, saith:—I was a Member of the City Council in 1852 and 1853. I was present when a proposition was made for taking £50,000 Stock in lieu of the gift of £25,000 and loan of £35,000. I supported the measure strongly, as greatly advantageous to the City. I was not influenced in the matter by the Mayor; in that or in any other matter I have never heard the measure condemned out of the Council. I was intimate with the Mayor at the time. He did not press his views upon me in the matter either in or out of the Council.

The Agent of the contractors, Mr. De Grassi, spoke to me about getting the By-law of the 28th of June passed. He mentioned the rise of iron, and the necessity for paying sub-contractors, as reasons for their taking the Debentures, even though their legality might be doubtful.

When the Petition for a Bill to consolidate the debt was under discussion, borrowing in England was spoken of. I thought they could be negotiated better there than in Canada, and ought to stand as well as Government Debentures.

I do not recollect that any one in Council opposed the Petition for consolidating the debt. I believe the Mayor spoke in Committee, but beyond that I do not know that he interested himself particularly. He took a great interest in railroads. It was always understood in the Council that the £50,000 Debentures should be legalized.

I know James Cotton, and have known him a long time.

*Cross-Examined.*—I am positive the Mayor never spoke to me in reference to the matters out of which this suit has arisen, while they were before the Council. I have always been a friend and supporter of Mr. Bowes. The City has negotiated Debentures in Canada since then of £100,000. I believe these are the only ones payable in England.

*Re-Examined.*—Delay was caused in the issue of Debentures in consequence of some members objecting that a certificate as to the work done should be by an Engineer not connected with the Company. Mr. Seymour was spoken of as an American, appointed by the contractors.

*Cross-Examined.*—I was not a Member of the Finance Committee at the time application was made for the issue of Debentures, and the above objection made in Council. The matter stood over and was brought on again. I do not know how it was disposed of. The Council ordered the issue of Debentures upon the Report of the Finance Committee. I believe no Debentures were issued except in that way.

(Signed,) GEO. PLATT.

*Charles Edward Romain*, sworn for the Defendant *Bowes*, saith :—I am an Alderman elect of the City. I was elected as Councillor in January, 1852; I have served in that capacity 2 years. I was present in the Council on 21st June, 1852. I moved an amendment on that occasion; the question came up as to the proposed By-law passed on 28th January, and it was objected that the proposed By-law would be illegal, and I moved an amendment that it should be referred to a Special Committee to consider of that question, and report to the next meeting. My amendment was lost. I was opposed to the gift of £25,000 and loan of £35,000. One of the contractors urged upon me the desirableness of their getting the Debentures on the gift and loan; and Mr. DeGrassi, their Agent, wished me to go to the Council in order that a quorum might be secured. I was anxious that the Northern Road should go on, but had no opportunity of taking an active part in promoting it. Before I was elected a Councillor there had been a good deal of talk about the impropriety of giving away £25,000 and lending £35,000, when the Corporation could assist the road as effectually by taking Stock. I heard many citizens express this opinion, and I heard it expressed at a public meeting, and it was advocated that it would have been better to have taken even a larger amount of Stock than make the gift and loan. This was said in Mr. Bowes' presence. It was matter of complaint against the former Corporation that they had made such an arrangement as the gift and loan. Mr. Bowes said on this occasion that it was the best arrangement that they could make at that time. This was at a ward meeting. I frequently urged on Mr. Bowes the propriety of the change. I had no interest in the matter except for the good of the City. Mr. Bowes never attempted to influence me as to my votes in the Council. I don't know that he ever attempted to influence any other person. I was tolerably intimate with him. I voted for the change from the gift and loan to the purchase of Stock. I considered it very advantageous to the City. I never heard any body object to it; even the division in the Council, I thought, did not turn upon the propriety of the change, but upon other points. There was a feeling that Debentures should not be issued except on the certificates of disinterested Engineers. There was some dissatisfaction in the minds of some people as to the road, upon this and other points; but as to the propriety of the purchase of Stock I think there was unanimity. I thought it advantageous for the City that the debt should be consolidated, and the £100,000 raised. I voted for it. I frequently in the Council called upon the Mayor to say what progress was made in obtaining the loan in England. The propriety of borrowing money in England at a long date was frequently urged in and out of Council as advantageous to the City, in order to meet the liabilities of the City, instead of discharging them out of the City property, or by taxation. Much of the City property was then low-rented, and I thought that if a loan was affected at a long date the increased rents might enable the Corporation to discharge the interest on the loan. I thought also the loan in England at 20 years might be renewed. I was opposed to a sinking fund. My views were popular with my constituents. I urged these views in and out of the Council: I think a majority in the Council were with me on this subject. I think a majority of the Council would have been against a sinking fund, had it not been urged as necessary to get the law passed. I think a majority of the Council were in favour of borrowing in England, and thought, I believe, that if the City Debentures were known in England, they would acquire credit there, and the discount on them here would be diminished; that it was desirable they should become known in the English market. I think it would have been necessary, under any circumstances, to pay a commission to a party in England to negotiate the loan, and also for payment of the interest. I should still have thought the loan in England desirable. Mr. Boulton was entrusted with the Bill I believe, and Mr. Ridout

requested to co-operate with him in promoting it in the House of Assembly. I should have thought the change from the gift and loan to the purchase of Stock advantageous, whether the Stock was taken from the Company or the contractors, but I would rather have had it from the Company than the contractors, because the object of the City was to benefit the road, and it would have been more beneficial to the road to take Stock from the Company ; and also it would have been less doubtful that the City in that case would have been entitled to a Director. I doubt whether I knew at that time that the Stock was coming from the contractors. I think some objection was made in the Council to Mr. Keefer's statement, that £100,000 had been laid out, because it was verbal and not in writing. I am not sure, but I think the Chairman said in the Council, that Mr. Keefer had made the statement to him. In June, 1852, Debentures were selling at 1 per cent. per annum discount : I know this to be the fact. I remember placards being put up in the City ; I think referring to the £10,000 matter, but am not certain. I took little notice of them ; I think there was only one sort of placard put up relating to Mr. Bowes. I first saw this placard posted up, I think, on the Saturday night, before Christmas day, 1852, between 11 and 12 o'clock at night. I lived in Richmond Street, 2 or 3 doors from Church Street. I was returning on this night home from a supper, and as I saw the placard being posted by some parties upon a wall a little south of the house occupied by Mr. Cotton and Mr. Hutchinson, I read the placard and found it to be the one I have alluded to. There were two persons posting up the placards, and a third was looking on ; at least he stood sideways towards the other parties, apparently on the look out, about 10 or 20 feet from the parties who were posting up the placards. I was walking arm in arm with a friend, and wished to pass unobserved by the parties I have mentioned. I thought, and still think, that the parties engaged in posting up the placards were Messrs. Newson and Anderson, Clerks to Messrs. Cotton and Hutchinson respectively, and the party on the look out, I thought, was Mr. Cotton. It was not a dark night, and I felt pretty sure as to the identity of the parties. Mr. Cotton had some business with me during that week. I had frequent interviews with him during that week ; and the Monday following the Saturday night on which the placards were put up, being the Monday before Christmas day, as I think, I saw him in his own office. Cotton was spoken of as a candidate for several of the wards at this time, and was in fact a candidate. I have no doubt that Cotton was in Toronto on the night the placards were put up. I saw him several times during the week before Christmas. I saw several copies of the placard in my own house. My friend, whom I have mentioned, on the same night pulled down one of the placards and brought it into my house. My friend concurred with me in opinion as to the identity of the persons, as I think.

[This was objected to by Mr. Mowat, and the objection overruled, and the evidence received *de bene esse*.]

*Cross-Examined* (as to the parts objected to without prejudice.)

My friend was Edward Hawke, lawyer, resident in Toronto. I don't remember whether it was a moonlight night. There was snow on the ground. I came up from King Street, Mr. Cotton lived then in Church Street, at some distance from King Street. I don't recollect seeing any other persons than those I have mentioned. I first saw them when I got within 20 or 30 feet from them. We came upon them by surprise. We were engaged in conversation. I think the light was sufficient to enable us to see them at a greater distance. We were on the same side of the street, on the sidewalk. I think the parties had large overcoats. I don't think their faces were blackened, but am not positive. I saw their faces. One party was stooping down picking up placards, and the other was taking

some paste. We passed hastily, hastily as possible, but I saw the faces, and thought I knew them to be the parties I have named. I caught a glimpse of them as we passed. We turned the corner immediately afterwards and went to my own house. They none of them spoke to us, and I did not hear them say anything as we passed. We passed between the parties who were posting up and the party on the look out, who stood near the curb stone. His face was towards the corner, rather from than towards us, but I had a good view of his side face. He was looking about south-east towards St. Lawrence Hall. He seemed to be looking all round. We were going north. I think Hawke and myself spoke on the subject next day, and I think we still agreed as to the identity of the parties. I have never spoken to him upon the subject since. I did not wish to do so. I think I mentioned the matter to Mr. George Platt in confidence, on the Sunday or Monday morning afterwards. I mentioned to Cotton on the Monday morning that I thought I had seen him on the Saturday night as I have mentioned. I considered a sinking fund unnecessary for the reason before mentioned, and because the Sheriff can assess the property in the Court of redemption by the City. I considered a loan in England advantageous, because money was to be obtained at a lower rate; money is here worth more than 6 per cent.; and even then in England it was and is worth much less. If the Debentures were as well known in England as here, money could have been obtained on much more advantageous terms in England. City Debentures have been sold by the City since the loan, to the amount, I think, of £15,000 or thereabouts. The Finance Committee are now advertising the sale of Debentures: £20,000 Debentures or thereabouts were to be sold since the loan of £100,000. I think those that have been sold have been sold here; I have no doubt of it. I am not aware that any attempt has been made to sell them in England. I don't know why some of them were not at 20 years.

*Re-Examined.*—When I mentioned to Cotton that I thought I had seen him on the Saturday night, he denied it, and said I must be mistaken. My impression, however, remained unaltered. I still retained the impression strongly. I demanded upon this occasion a letter from Mr. Cotton, which he had previously refused to give me. I thought the placards were connected with some others previously posted up, reflecting upon me, and threatened Mr. Cotton, if he did not give me the letter, to disclose what I had observed on the Saturday night. He denied his connection with it, but gave me the letter he had previously refused, and I was confirmed in the impression that he was the person. He might have given me the letter for any other reason.

I shewed Platt one of the placards on the Monday morning, when I mentioned the circumstance to him, as I have said, the one that had been pulled down by Mr. Hawke. It was at my house. It was the large placard. I think it alludes to the placards I have mentioned, reflecting on me. There was a copy of the placard put by a policeman or messenger before the Council, before the Clerk took the Chair for the election of Mayor.

The placard that Hawke pulled down was not the one I saw posted up. He pulled it off another place.

(Signed,)

CHAS. ED. ROMAIN.

*George Platt, recalled by Mr. Bonnes:—Objected to.*—I saw Mr. Cotton on the evening of the 14th of December, 1852, and daily for some few days afterwards, for a good many days afterwards. I remember Romain naming Mr. Cotton to me in connection with the posting of some handbills. It was on a Sunday, after the 14th of December, and before Christmas.

*Cross-Examined.*—I know Jonathan Watson. He has a shop in the City. I do not know whether he resides in it or not. He has a tannery, I believe, out of the City.

I believe the present number of the inhabitants of the City is about 40,000; I think not less. I saw Cotton during the week after the 14th of December. I cannot say as to a good many days. I do not know whether Jonathan still retains his shop in the City.

(Signed,) GEO. PLATT.

*Ogle R. Gowan, called for Defendant Bowes:*—I am Alderman of the City. I entered the Council in January, 1853. I have been rarely absent from meetings of the Council.

In my opinion the negotiation of the loan in England was advantageous to the City. I have no doubt at all upon the subject. I was a member of the Committee appointed by the Council to enquire into the negotiation of the loan; and became informed of the terms on which it became negotiated. In no other instance have I known or heard of any loan being negotiated by the City at a less discount than 1 per cent. per annum. I have known Debentures sold at 90 per cent. discount. I believe that in the London market the larger the amount required, the better are the terms upon which it may be negotiated. I have known Mr. Bowes well since I have entered the Council. I do not recollect his attempting to influence any of them upon any question; except that he asked me to speak to another member to vote for him as Mayor. I not aware of his attempting to influence the votes of others members.

*Cross-Examined.*—The Mayor and I have generally acted together in the Council, though we have sometimes differed, and that warmly. I justified his connection with the matters in question in the suit, and his conduct in relation thereto, except his concealment of it.

(Signed,) OGLE R. GOWAN.

13th January, Examination continued.

*Richard Dempsy, sworn for the Defendant Bowes, saith:*—I was an Alderman of the City in 1842, and for four years previous. I remember the gift of £25,000. I supported it in Council, and also the loan of £35,000. I supported the Northern Road strongly. I remember the contractors being very anxious to get Debentures in 1852. I was then on the Finance Committee. It was a short time before the By-law passed of the 28th of June. They required money. I had conversations with some of them, and understand that they had contracted for iron, and were apprehensive of sustaining a loss if they did not get money. I think there was some difficulty owing to some certificate being required both in the Finance Committee and the Council.—What they required was a certificate of the amount of work done on the road. I think Mr. Keefer gave a verbal certificate first, and it was not deemed sufficient. This difficulty was the cause of the delay.

There were communications with the contractors about the time of passing the By-law. I was present when the By-law passed in the Council. I think I had conversations with some of the contractors or their Agents. They were very anxious to get the Debentures.

The By-law was referred to in Special Committee, of which I was one. I thought so, but on hearing the minute read, I believe there was no Committee. I supported the change from the gift and loan to the purchase of Stock, thinking it very advantageous to the City. I was not influenced in my conduct or votes in

these matters by Mr. Bowes. The chief objection to the By-law was the non-publication. It was formally resolved that the Debentures should be issued, as the contractors were very anxious to get them, and we were apprehensive that the road might otherwise be stopped for a time, and the contractors were ready to run the risk, and we did not see from what quarter difficulty could arise.

I remember the proposition for consolidating the debt, and raising £100,000. I supported it. It originated, I think, with the Finance Committee, and it was in consequence moved in the Council, and then, I think, unanimously adopted. I think it was the suggestion that the money should be obtained in England. We were to try and get it there, as it was to be had there on more advantageous terms. I was not in the slightest degree influenced in this matter by Mr. Bowes. He might have had influence at the Finance Committee like any other member, according to the force of his arguments. I thought the proposition advantageous to the City. I think the Finance Committee were unanimous on the subject; I supported it in the Council. Mr. Gamble prepared the Petition to the Legislature for the consolidation. It was forwarded to Mr. Boulton, the City Member. If I had then known that Mr. Bowes had purchased the £50,000 Debentures, I do not think it would have influenced my vote, but it is difficult to say. I don't think I should have attached any importance to it.

The loan, I understood, was negotiated in London, without any charge. It was most advantageous to the City. I never heard of a loan at par before.

I think City Debentures, payable here, were then at 1 per cent. per annum discount. Mr. Boulton had charge of the Bill. I have reason to think that Mr. Bowes and Mr. Boulton were not then on good terms. A good deal was said at that time about Mr. Bowes and Mr. Cotton pushing the petition against Mr. Boulton's return. Mr. Boulton was not likely to be influenced by Mr. Bowes.

(Signed,) R. DEMPSEY.

The Honorable *Francis Hincks*, examined by Mr. Attorney General *Ross*, on behalf of Defendant.

This evidence was taken at Quebec, under commission; the questions having been put *viva voce*.

*Question*—Did or did not the Defendant Bowes ever, and when first, to the best of your recollection and belief, propose to you that you should join him in the purchase of any, and if any, to what amount of Debentures of the City of Toronto about to be issued in aid of the Ontario, Simcoe and Huron Union Railroad Company?

*Answer*—Some time at the latter end of June, one thousand eight hundred and fifty-two, soon after my return from England, Mr. Bowes proposed to me to join him in purchasing certain Debentures of the City of Toronto, then about to be issued; Mr. Bowes told me that the contractors had been trying to sell them, but without success; that they would, he thought, take eighty per cent. for them. The amount about to be issued was about twenty-five thousand pounds. I agreed to join him in the purchase at that price; the highest value of such bonds at the time was eighty-five. I mean that purchases in small sums might be made at that price. Mr. Bowes and I had some conversation as to the mode of raising the money to pay for them in case he succeeded in effecting the purchase; he told me that he had sounded the Cashier of one of the Banks, who had given him encouragement. I told him that if I were concerned in the operation it would be on the express condition that the money should be raised in England; that I had no doubt of getting it for twelve months at five per cent. per annum, which would give us plenty of time to dispose of the bonds, and that if

he could secure the purchase I would undertake the entire management of the transaction. This conversation occurred on the twenty-fourth of June. My reason for being pretty positive as to the exact day is that I examined the registry book at Sword's Hotel, where Mr. Bowes usually stopped, and find by it that he arrived in Quebec on that day and does not appear to have remained in town over night. In this way I am enabled to state the exact day on which the conversation occurred; but, independently of this, I can state from my own recollection that it must have been about that time.

In reference to what I have said as to eighty-five per cent. being obtainable for these Debentures when sold in small sums, I wish to add that I do not believe that more than eighty could be got for them when sold in large sums.

*Question*—According to the best of your knowledge and belief was such proposition, made to you with the view of obtaining any advantage to Mr. Bowes or yourself which your position as Inspector General of the Province or as a Member of the Legislative Assembly enabled you to obtain?

*Answer*—Decidedly not. I could have managed the transaction in every way with equal facility, had I been out of the Government and of Parliament. I wish to put in a letter addressed to me on this subject by Messrs. Glyn, Mills & Co., which is in the following words:

LONDON, 6th December, 1853.

DEAR SIR,—Our attention having been called to statements which have appeared in some of the public papers in Canada, referring to certain transactions between yourself and our firm, we think it right explicitly to declare, though it really scarcely requires any remark from us, that so far from these transactions having had any reference to or connection with the agency or funds of the Canadian Government, or your position in it, the loans were made by us upon undoubted security at the full market rate of interest, and repaid in a very short period, and that we should be ready again either with you or with any other client of ours, to enter upon a similar transaction so perfectly straight-forward and regular were they in all their bearings,

We have the honor to remain,

Dear Sir,

Yours faithfully,

GLYN, MILLS & COMPANY.

The Hon. F. Hincks.

[The Plaintiffs object to the production of this letter as inadmissible testimony.]

[The Commissioners, without deciding on the admissibility of the evidence, allow the same to be taken, reserving the question for the decision of the Court.

Mr. G. O'Kill Stuart, one of the Commissioners, dissents, being of opinion that the objection should be maintained.]

This letter is now produced and filed by me, and marked A.

I have had a private banking account with Messrs. Glyn, Mills & Company for some years. I have found it necessary to have one for the deposit of monies sent me for investment in Canada. I hold at this time in my hands a large amount of various securities, the property of friends, who have confided them to me, about six thousand pounds of which belong to members of my own family, who have invested it on my advice; a considerable amount of this is in Grand Trunk Railroad Stock, purchased at current market rates, but not a share of which has ever been offered for sale. From my private transactions with Glyn,



Mills & Company, as well as from their letter, I am confirmed in my belief that I was treated by them as an ordinary client of the firm, and not in any way in my official character.

*Question*—At the time of the proposition being made to you by Mr. Bowes, or at any time, to the best of your knowledge, were Debentures of the City of Toronto negotiable at par in the English market or elsewhere, as you for any and what reason know or believe?

*Answer*—I am convinced that such Debentures were not negotiable at par in the English market at that time, or elsewhere. I had reason to know, from a conversation with the Honorable John Henry Dunn, when in England a few weeks before, that he had been applied to to negotiate a loan for the City of Toronto, and that he had failed in doing so. Mr. Dunn must have meant that he could not obtain par subject to the ordinary commission. An offer of ninety-five was made for City of Montreal Debentures about the same time, and my belief was that the full value of City of Toronto sterling Debentures in London at that time would have been ninety-five. At that time no City of Toronto sterling Debentures had been issued. But I presume that if there had been any, they would have sold for the same price as those of the City of Montreal.

*Question*—Did or did not Mr. Bowes, shortly after the thirtieth of June, one thousand eight hundred and fifty-two, and how long after that day, to the best of your recollection, communicate to you by letter as a fact that the contractors of the said Railroad Company had written to him, offering to sell twenty-four thousand pounds, or any other and what amount of Debentures of the City of Toronto, which they, the said contractors, were or conceived themselves to be entitled to, at eighty pounds per hundred, or at any other and what rate of discount?

*Answer*—On or about the thirtieth of June Mr. Bowes wrote me a letter, stating that he had received an offer from the contractors to sell twenty-four thousand pounds City of Toronto Debentures at eighty per cent.

*Question*—At the time of your agreeing to embark in the purchase of such Debentures, were you made aware of any illegality being alledged to exist in the issue of such Debentures, or did any such alleged illegality affect the price agreed to be paid to the said contractors for the said Debentures?

*Answer*—At the time of my first conversation with Mr. Bowes, when I agreed to join him in the purchase, I was not aware of any such question having been raised; the price was not in any way affected by such a question, or by any supposed illegality. I am not certain whether it was mentioned in Mr. Bowes' letter to me, or that I first learned it in the public papers in the report of the proceedings of the City Council of Toronto on the passing of the By-law. The alleged illegality was of a technical character, having reference to the omission to provide a sinking fund, and also some want of notice. All parties, as I understood, at the passing of the By-law, concurred in pledging themselves to obtain the necessary legislation to overcome any difficulty, should it be found to exist.

*Question*—Was or not the letter of Mr. Bowes, communicating to you the written proposal of the said contractors to sell the said Debentures, received by you at Quebec, or where else, and was it transmitted to you by Post, or was it delivered to you by one James Cotton, of Toronto, as you for any and what reason know or believe; and will you produce the said letter?

*Answer*—I cannot produce the said letter, and my belief is that it has been long since destroyed, and I have no recollection of reading it or seeing it since the time of its reception. It was merely an announcement that the contractors would sell the bonds on the terms previously agreed to in conversation. It may have been accompanied with a copy of a letter from the contractors, and my impression is that it was. My belief is that the said letter came by mail. My reason for so believing is, that although I got a great many letters from Mr. Bowes during that year on a great variety of subjects, I never recollect his sending any by private hand, except one which I recollect having been brought by Mr. James Cotton, of Toronto. My reason for believing that the letter brought by Mr. Cotton was not the letter in question is, that I have consulted the registry-book at Sword's Hotel, where he usually stopped when in Quebec, and found that he is entered there as having arrived on the twenty-first of July, one thousand eight hundred and fifty-two, and not on any previous day in that month. It is probable that the subject of the Debentures was referred to in the letter brought by Mr. Cotton, but my impression is that that letter principally referred to a subject on which Mr. Bowes repeatedly wrote and spoke to me. That subject was the propriety of appointing Mr. Recorder Duggan a Division Court Judge. I think Mr. Cotton was also urging the same point, and that this was the special reason of his bringing the letter in question.

*Question*—Prior to the receipt by you of that letter had you any and, if any, what conversation with James Cotton, of Toronto, relative to the purchase of the said Debentures from the contractors of the said railway; and was the said James Cotton in Quebec at or about the time of your receiving such letter, as you for any and what reason know or believe?

*Answer*—I have no recollection of holding any conversation with Mr. Cotton relative to the purchase of the said Debentures, except a passing observation or two when he delivered me the letter from Mr. Bowes, referred to in the last answer, and which, I think, was delivered on the twenty-first July. The letter of the thirtieth June was, as I have already stated, to the best of my belief, received by mail. The observations which passed between Mr. Cotton and myself when he delivered me the letter of the twenty-first July I cannot now recollect, but I can state positively that they had no reference to the raising of the money for the purchase of the Debentures. For the reasons mentioned in my last answer, I do not believe that Mr. Cotton was in Quebec in the month of July before the twenty-first.

*Question*—From anything which passed between you and Mr. Cotton during the month of July, according the best of your recollection, did you inform Cotton that you would telegraph Mr. Ridout in relation to the Debentures, or did you in fact telegraph to Mr. Ridout in relation to them during that month, for any and what reason that you know or believe?

*Answer*—I have no recollection of telegraphing Mr. Ridout on the subject. I am certain that I would not have communicated a proposition on such a subject by telegraph in the first instance, and that my letter to Mr. Ridout, dated fifth July, and given in evidence by him, was the first communication made to him in consequence of the purchase of the Debentures from the contractors. I had thought, when I saw Mr. Cotton's evidence, that it was possible that I might have had to telegraph on some incidental point, in consequence of the letter, which I believe to have been delivered on the twenty-first July; but having required from the Montreal Telegraph Company the originals of any telegraphs sent by me to Mr. Ridout during the month of July, one thousand eight hundred and fifty-two,

I found that I had only sent one, and that on a subject having no reference whatever to the Debenture transaction. I do not recollect telling Mr. Cotton that I would telegraph, and my conviction is, that if I had determined to telegraph with reference to so important a transaction, I would have done so.

*Question*—Did you or not believe, or from anything that ever took place between you and Mr. Cotton, or between you and Mr. Bowes, had you any reason to think or believe that Mr. Cotton was, or that he claimed to be, a party to or interested in the purchase of the said Debentures?

*Answer*—I never heard from either party that Mr. Cotton was in any way interested in the transaction, and have no reason to believe that he was.

*Question*—Did or did not the said James Cotton, or the Defendant Bowes, ever propose to you, or ever treat with you, as if you had agreed, or did you ever agree with the said Bowes, or any other person, to act simply as agent, or upon commission, in the disposal of the said Debentures?

*Answer*—No proposition was made to me by any one to negotiate these Debentures on commission. The only proposition made to me in this transaction was Mr. Bowes' proposition for the joint purchase of the Debentures on account of Mr. Bowes and myself.

*Question*—In the agreement between you and the said Bowes to purchase the said Debentures, was there ever any arrangement made between you and him, that he should delay the issue of the said Debentures, with the view of enabling you in the interim to raise the money to pay for them, or with any other view; or had you, or had the said Bowes, to your knowledge or in your belief, any motive sufficient to induce him to endeavour to delay the issue of the said Debentures?

*Answer*—There was certainly no arrangement in the agreement that Mr. Bowes should delay the issue of the Debentures; the issue was rather sooner than I anticipated, and in consequence I wrote to Mr. Ridout, on the fifth of July, one thousand eight hundred and fifty-two, informing him of the transaction, and that I had no doubt of getting a credit from Glyn, Mills & Company, on the deposit of the Debentures with the Bank. I knew that as the Bank would be very speedily re-imbursed by exchange on London, the transaction would be a profitable one for them. I am not aware of any motive Mr. Bowes could have to delay the issue of the Debentures, as the Bank had agreed to advance the money, and as the first advance to the contractors, on account of the purchase of the said Debentures was on the personal security of Messrs. Bowes & Hall, and it was therefore not Mr. Bowes' interest to delay the issue of the Debentures.

*Question*—Did you, or did you not, and when, through the Cashier of the Bank of Upper Canada, cause proposition to be made to the Corporation of the City of Toronto to negotiate a loan for the City of Toronto at par, on condition that new Debentures of the City of Toronto should be substituted for those purchased by you and Mr. Bowes from the contractors of the said Railway Company; and if you did make such proposition, state what that proposition was, and what was your object in making it?

*Answer*—I did authorize Mr. Ridout to make such a proposition in a letter dated the twenty-fifth of September, one thousand eight hundred and fifty-two. I had long been aware that the Corporation of Toronto was anxious to obtain a loan at par to redeem a portion of their debt, for part of which a special mortgage was held by Mr. Cawthra on the City property, which it was in every way the interest of the City to get released. I was aware that several attempts had been made to

obtain it, without success. I have already stated that I was informed by Mr. Dunn, when in London in the spring, that he had been applied to, and had been unable to effect it in that City. It occurred to me that by getting sterling Debentures instead of currency for those held by Mr. Bowes and myself, we should obtain means of selling the whole amount speedily in London, and that it would be for the interest of the City of Toronto to replace the old Debentures if we gave them par. The sterling Debentures were worth, I thought, at the time, about ninety-five to ninety-six per cent. The proposition never would have been made or thought of but for the benefit of the City of Toronto; and had I been dealing with an individual, or merely looking to make as much money as I could, I am convinced that I could have obtained a reduction equivalent to a commission of from one to two per cent. on the price I authorized Mr. Ridout to offer for the fifty thousand pounds which the City desired to raise, over and above the amount which it was required to issue, to replace the Debentures purchased by Mr. Bowes and myself, the legality of which had been questioned. The City of Toronto obtained its loan on more favourable terms than any of the late loans to the Province. Mr. Bowes and I could have made more money by holding our currency Debentures. I have not known an instance in which sterling Debentures have been refused to parties asking for them in the first instance. In a recent transaction, in which the City of Toronto has made a contract for a large public work, I have been informed and believe that the Debentures are to be issued in currency or sterling, and payable in Toronto or London, at the option of the parties. It depends entirely upon circumstances which description of Debentures is most valuable. I would prefer currency Debentures, if I were holding them for investment here; people investing in England would of course prefer sterling. I have no doubt that at this time currency municipal bonds are fully as valuable in Canada as sterling ones are in London.

*Question*—According to the best of your knowledge, information and belief, could the City of Toronto have in any manner, or by the use of any means, obtained in England or elsewhere a loan of fifty thousand pounds upon so favorable terms as they have effected such loan in the manner in which it has been effected through the proposition caused to be made by you through the Cashier of the Bank of Upper Canada to the Corporation of the said City?

*Answer*—My conviction is that they could not have obtained a loan at par at the time. And I think that in every way the transaction was most advantageous to them. We sold the same Debentures for which we paid par to the City at a discount equivalent to about four per cent., that is to say, we sold the said Debentures, amounting in the whole to eighty-two thousand pounds sterling, or about one hundred thousand pounds currency, for ninety-seven per cent., one half in cash and one half on a credit of four months, without interest. I believe I got the full market value and the highest price that could be obtained. We lost four per cent. on the Debentures for fifty thousand pounds, for which we paid par to the City, which had to be deducted from our profit on the fifty thousand purchased from the contractors.

*Question*—In the passing of an Act authorizing the City of Toronto to raise one hundred thousand pounds to consolidate a part of the City debt, did you take any, and if any, what part; or did you exercise any, and if any, what influence upon any other person in procuring that Act to be passed, or had you or the said Bowes any object in procuring such Act because of your interest in the said Debentures purchased by you and him from the contractors of the said railway?

*Answer*—I was present when the Bill passed one of its stages, and may have been at all of them. I took no part and used no influence to carry it through the House of Assembly. I am not aware of any influence being used by any one to carry it. It was of a similar character to Bills passed for the same object for the Cities of Kingston and Hamilton, and I think Montreal. There was no opposition to any of these Bills; the object of all was the same, simply to require a less oppressive sinking fund than that required by the Upper Canada Municipal Act. The City of Toronto would have had to borrow whether the new Act passed or not. So far as the Act legalized the Debentures issued to the railroad contractors, or provided for the substitution of other Debentures for them, it was in consequence of a distinct understanding before the conclusion of the purchase of the said Debentures by us, and at the time of the passing of the By-law under which they issued, that the City would take the necessary steps to remove doubts as to the legality of the issue of the Debentures. I have no doubt that the City could have been compelled to do so in some way. After the passing of the Act in question, and after comments had been made as to the propriety of legalizing Debentures which were already in circulation, the Legislature, on its re-assembling in 1853, confirmed the validity of Debentures issued to the same parties by the County of Simcoe, and which were objected to as illegal, and this even though a motion to quash the By-law on the ground of illegality was then pending before the Courts.

*Question*—Had you or the said Bowes, to your knowledge or belief, in view the procuring of such Act to be passed when you and he agreed to purchase the said Debentures for the contractors, or would you have embarked in the purchase of the said Debentures at the rate you did purchase them, without regard to such Act being passed; or was there any arrangement or understanding between you and Mr. Bowes to the effect that you should use any influence you might have as a Member of the Government or of the Legislature, or that Mr. Bowes should exercise any influence he might have as Mayor of the City of Toronto upon the Corporation of that City, in procuring anything to be done which was in any manner necessary to be done to enable you and him to derive a greater profit from and out of the said Debentures so purchased by you from the said contractors; or would you have embarked in the purchase of the said Debentures if you had not been a Member of the Government or of the Legislature; or did the circumstance of your being a Member of the Government or of the Legislature enable you to derive or facilitate you in deriving any greater profit from the said Debentures than you might otherwise have derived therefrom; or did Mr. Bowes apply to you to take any interest in the purchase of the said Debentures because of your being a Member of the Government or of the Legislature, as you for any and what reason know or believe?

*Answer*—When the transaction was entered into, neither I nor Mr. Bowes, to my knowledge, had in view the procuring of such Act. Neither my embarking in the operation nor the price given for the Debentures was influenced by any supposition on my part that an Act would be required. There was no understanding between Mr. Bowes and myself that I should use any influence I might have as a Member of the Government or of the Legislature with regard to the transaction. I had no understanding that Mr. Bowes should exercise any influence that he might have as Mayor of Toronto upon the Corporation of that City. I would have joined any other merchant in Toronto of the same standing with Mr. Bowes, and out of the Corporation, as readily as I did him. I understood and believed that the City had long before determined as to the aid to be given to the Railroad Company, and I was not aware that Mr. Bowes would use any official influence either to promote or obstruct the transaction. I would have embarked in the

transaction as readily if I had not been a Member of the Government or of the Legislature; and I am not aware that either my official position or that of Mr. Bowes was of the least service to us in carrying out the transaction. I do not believe that Mr. Bowes applied to me in consequence of my official position; there are other Members of the Government whose official position would have enabled them to render as much aid, had any such been required, as I could do, but they were not applied to, to my knowledge. I believe that Mr. Bowes would have made the same proposition under similar circumstances had I been entirely disconnected with the Government. I know of transactions of a similar character and of even greater magnitude being carried out by parties entirely disconnected with the Government. I have no doubt that I could have obtained from other parties in London the same accommodation which I received from Messrs. Glyn, Mills & Company, upon similar terms. An offer was made through me, not for my own advantage, to advance money on similar securities on the same terms as I negotiated the loan with Glyn, Mills & Company when I was in London in 1852.

*Question*—According to the best of your knowledge, information and belief, could you and Mr. Bowes have made equal profit out of your purchase of the said Debentures from the said contractors if the Act to enable the City of Toronto to consolidate a part of the City debt had never been passed; and would you and he have been equally satisfied with your said purchase from the said contractors if no such Act had been passed; and had Mr. Bowes any reason to believe that such an Act, or anything to be done under it, was necessary for the purpose of enhancing the profit to be derived by you and him from the purchase of the said Debentures from the said contractors?

*Answer*—I believe that we could have made an equal if not a greater profit by holding the currency Debentures and selling them in Canada. There was a very considerable increase in price of all Canadian securities, which commenced soon after our purchase, and continued until very recently; and I am not aware of any late sales having been made at the prices which ruled at the time of the purchase. When I entered into the transaction I anticipated that rise, and would have been perfectly satisfied to have taken such price as I could have got in the home market for the currency bonds, always assuming that the understanding that the bonds should be legalized was carried out as in the case of the Simcoe bonds already referred to.

*Question*—Did you or did you not transmit to Mr. Bowes any part of his share of the proceeds of the sale of the said Debentures purchased by you and him in bills of exchange upon England; and did you or not purchase such bills in the ordinary course of business; and where did you purchase the same; and why did you transmit to Mr. Bowes his share or any part of his share in the profits of the said transaction by bills on England?

*Answer*—I did remit Mr. Bowes a portion of the profit realized by the transaction in bills of exchange on London, drawn by the Receiver General; that exchange was sold without any intervention of mine at the highest price that could be obtained, and in the usual way. It was drawn against balances of special funds by the Receiver General, and it was only when the bills were brought to me to be countersigned that I became aware of the sale. They were sold to the Bank of Upper Canada, and drawn in favour of the Manager of the branch of that Bank at Quebec. When I saw them it occurred to me that they would be a convenient mode of remitting to Mr. Bowes, as exchange is usually higher in Toronto than at Quebec, and I knew that Mr. Bowes required exchange in his business.

I sent to the Bank of Upper Canada to buy the exchange. I had no interest in the matter; I charged Mr. Bowes just what I paid, and gave him either a bank cheque or bank notes for the balance on his next visit to Quebec. The exchange was endorsed by Mr. Bradshaw, the Manager of the Quebec branch of the Bank of Upper Canada, in the usual way.

*Question*—Do you know any other matter or thing tending to show that the transaction, so far as the City of Toronto was concerned, was beneficial to the said City, or that Mr. Bowes did not make use of or require to make use of any influence he may have had as Mayor or Alderman of the said City in advancing his own personal interests in the transaction referred to in the pleadings in this cause, either to the detriment of the interests of the said City or otherwise? Can you explain more fully than you have done the circumstances of the loan from Messrs. Glyn, Mills & Company, and the way in which that firm was secured in the said loan obtained from them for the purchase of the said Debentures?

*Answer*—I believe that I have already fully stated the advantage of the transaction to the City of Toronto. I am not aware that Mr. Bowes employed any influence that he had as Mayor of the said City in advancing his own personal interests, to the detriment of the said City. The transaction with Glyn, Mills & Company was a loan on the special security of the Debentures of the City of Toronto purchased by Mr. Bowes and myself, which Debentures were deposited for their account in the Bank of Upper Canada, for which Bank they are the London Agent, and receipts were given by the Bank, acknowledging that they held such Debentures on account of Messrs. Glyn, Mills & Company; and in no instance were drafts drawn by me without being accompanied by such receipts. The transaction must have been an advantageous one to Messrs. Glyn, Mills & Company, as they got five per cent. for their advances, while the market value of money at the time was only two and a-half per cent. The money was repaid to Messrs. Glyn, Mills & Company by drafts of mine on Messrs. Masterman & Company, who are Bankers for the parties to whom I sold the Debentures purchased from the City of Toronto. With that sale Messrs. Glyn, Mills & Company had nothing to do, nor were they ever offered to them by me.

Cross-examined by *Mr. Andrew Stuart*, as Counsel for the Plaintiffs.

*Question*—When did you return from England in eighteen hundred and fifty-two?

*Answer*—I returned to Quebec on or about the thirteenth of June of that year; I arrived at Quebec, I think, on the twelfth or thirteenth.

*Question*—Before your departure for England, was it generally understood that some aid would be granted by the City of Toronto to the Ontario, Simcoe and Huron Union Railroad Company?

*Answer*—Yes, it was well understood; and I think resolutions of the City Council were passed a considerable time before pledging the City to grant such aid.

*Question*—Had you any conversation with Mr. Bowes on the subject of the Debentures likely to be issued by the City of Toronto in aid of this railroad, previous to your departure for England?

*Answer*—I had no such conversation with Mr. Bowes, or with anybody else, previous to the twenty-fourth of June, one thousand eight hundred and fifty-two.

*Question*—What amount of Debentures did Mr. Bowes first propose to you to purchase ; and was such proposal made in writing or verbally, and when and where ?

*Answer*—The proposal was made verbally to me at Quebec. I think the amount spoken of was either twenty-four or twenty-five thousand pounds. I think that we must have had conversation at the time with reference to the remainder of the Debentures, as it was expected that the Railroad Company would get in all sixty thousand pounds, which, under the terms of their agreement with the contractors, were to be taken by them in payment. The proposal was made to me on the twenty-fourth of June, one thousand eight hundred and fifty-two.

*Question*—Had you any other and how many conversations with Mr. Bowes subsequent to the said twenty-fourth of June, on the subject of these Debentures, previous to your finally agreeing to purchase them ?

*Answer*—No ; I may have had two or more conversations with him on the twenty-fourth of June, but he left Quebec either on that day or the next. I did not see him again for several weeks. I told him then, (that is on the twenty-fourth of June,) that if the owners of the Debentures would sell them at the price which he told me he thought they would, that I would join him in the purchase.

*Question*—After agreeing to the purchase of the Debentures in question, did you enjoin secrecy on Mr. Bowes of his or your connection with the purchase, and when, and from what motive, and was it in writing or orally ?

*Answer*—I have no distinct recollection of the time or mode of communicating with Mr. Bowes on the subject of secrecy, but I have no doubt that at some time in the early stage of the transaction I did impress upon him the importance of keeping the transaction as a most confidential one. My belief is that any prudent person engaged in such a transaction would adopt such a course ; but I am ready to admit that the course pursued towards me by the press did influence me in wishing to prevent their obtaining any knowledge of my private transactions. I was not influenced by any feeling that the transaction was an improper one, either on the part of Mr. Bowes or myself. I mentioned the circumstance confidentially to some of my friends, and I was aware that Mr. Bowes gave the same confidence to at least one of his friends. It is the custom of all persons who engage in transactions of this nature to keep them as secret as possible, and this is one reason why the intervention of brokers is generally sought.

*Question*—Are you aware that after Mr. Bowes had purchased the Debentures in question, he declared, in a meeting of the City Council at Toronto, that he was not interested, in them or in their negotiation ? Had he your sanction for making such a declaration in his place, as Mayor of the City, to the City Council ?

*Answer*—I have seen by the newspapers that Mr. Bowes is reported to have made such a declaration. He had not my sanction for making it. So soon as I became aware that Mr. Cotton and Mr. Bowes had quarrelled, which was about the latter end of November, one thousand eight hundred and fifty-two, I was perfectly aware that the transaction could not be kept secret, and I either directly or through a friend in Toronto, or in both ways, authorized Mr. Bowes, and advised him to state every fact connected with it. My belief is that this must have been some time before the declaration of Mr. Bowes in the City Council, alluded to in the question. I should say, in conversations with Mr. Bowes on the subject, he invariably declared that so far as he was concerned he had no objection to the transaction being made public, but that he knew that my enemies would make it a subject of attack on me, and it was for this reason that I was particular in communicating my desire that he should state the whole matter.



*Question*—How many letters did you receive on the subject of these Debentures from Mr. Bowes, from first to last of this transaction? Please produce them, or account for not doing so, and if you have destroyed them, state particularly when and why.

*Answer*—I received a great number of letters from Mr. Bowes during the latter part of the year one thousand eight hundred and fifty-two: they were on a variety of subjects, and Mr. Bowes was in the habit of writing on all such subjects in the same letter. They were principally on the subject of the Toronto Esplanade, the Toronto and Guelph Railway, for which he wanted the Provincial guarantee, a separate Division Court for Toronto, and other matters which I do not particularly recollect. I have not, to my knowledge any of Mr. Bowes' letters in my possession. I cannot recollect the precise time when they were destroyed; but I recollect having some of them in my possession in the autumn of one thousand eight hundred and fifty-two, because Mr. Bowes happened to be at my house, where these with other letters were lying in an open desk, and he made a remark upon the loose way in which I kept my letters, and said that he thought they ought to be destroyed, and, I think, said that he was in the habit of destroying mine. I told him then that I would destroy any that I had; and I subsequently destroyed them when destroying other letters. I treated them just as I do all my private correspondence, unless where some special reason requires their retention. Mr. Bowes' letters contained very little on the subject of this transaction, as he took no part whatever in the management of it, beyond obtaining the offer of sale from the contractors. It is very probable that Mr. Bowes may have written me on the subject of the Bill for the consolidation of the City debt, though I have no recollection that he did so. I think that he principally communicated on that subject with Mr. At. Gen. Richards; and that any communications on that subject with Richards or with me were verbal. Mr. Bowes seemed anxious that the City should not be required to provide a sinking fund. The Government had fully considered the subject of a sinking fund with reference to the Consolidated Municipal Loan Fund Act for Upper Canada, and determined to insist on a sinking fund of a similar amount being provided in all the Corporation Loan Acts, and this course was followed in the cases of Montreal, Toronto, Kingston and Hamilton. Among the letters from Mr. Bowes, which have been destroyed, must have been included any containing references to the transaction in the Toronto Debentures. I cannot possibly say how many of these letters had reference to the Debentures.

*Question*—Were the letters having reference to the Debentures written to you by Mr. Bowes, or in the name of Bowes & Hall?

*Answer*—They were all in the name of Mr. Bowes himself; but in the letter acknowledging the receipt of the exchange he told me that the firm had used it.

*Question*—Was that the first occasion upon which the name of the firm appeared in connection with this transaction?

*Answer*—Yes.

*Question*—Did you write to Mr. Bowes on the same subject, and how often; and were your communications addressed to Mr. Bowes, or to Bowes & Hall? Produce copies of all the letters you so wrote on the subject of these Debentures.

*Answer*—I wrote frequently to Mr. Bowes on the subject of this Debenture transaction, as well as on other matters respecting which he addressed me. I always addressed Mr. Bowes, and not the firm of Bowes & Hall. I have no means

of judging how many letters I addressed to Mr. Bowes. I was not in the habit of keeping copies of them, and I very seldom keep a copy of any unofficial letters. I have a private letter-book, which is at present mislaid, but I am certain it contains no letter to Mr. Bowes, and I have asked the gentleman who copied the letters which are in that book, and he also is certain that it contains no such letter. I am therefore convinced that I have no copy of any letter which I have addressed to Mr. Bowes. I have not had any letter copied in that private letter-book for the last twelve months. The book I have no doubt was mislaid when I changed my residence last summer.

*Question*—How many letters had you written to and received from Bowes on the subject of the Debentures previous to your letter of the fifth of July, one thousand eight hundred and fifty-two, to Mr. Ridout?

*Answer*—I had received one, and I think had written none.

*Question*—Did you write by the same mail to Bowes, that is by the mail of the fifth of July?

*Answer*—Yes, I have no doubt that I did so. I have no copy of that letter.

*Question*—In your conversation with Mr. Bowes at Quebec, was it agreed that you should purchase twenty-four thousand or fifty thousand pounds of Debentures?

*Answer*—My recollection is that the sum was twenty-five thousands pounds. I afterwards learned that the amount at the disposal of the contractors was twenty-four thousand.

*Question*—When were you first informed that instead of twenty-four thousand pounds there were to be issued to the Railway Company fifty thousand pounds of Debentures, being the amount subscribed by the City of Toronto, and by whom?

*Answer*—I have no doubt that I was informed by Mr. Bowes immediately after the arrangement was effected, but I do not recollect the precise time, but it must have been about the beginning of August.

*Question*—Are you aware whether this change was suggested by Bowes, and strenuously advocated and promoted by him in the City Council of Toronto?

*Answer*—I am not aware that such is the fact. I have heard that the change was suggested by Mr. Berczy, President of the Railroad Company. The arrangement was most beneficial to the City, and I am convinced that the City will benefit to the extent of twenty thousand pounds by that change.

*Question*—On what day did you definitely agree with Mr. Bowes to purchase the Debentures?

*Answer*—On the twenty-fourth of June a conditional agreement was made which depended on the contractors being willing to sell on the terms stated, and on our being able to obtain the necessary funds. The final purchase I consider to have been made when Mr. Bowes accepted the offer which he had received about the thirtieth of June, and which I believe was on the eighth of July, one thousand eight hundred and fifty-two, after having heard from me.

*Question*—Have you any personal knowledge of any of the Debentures of the City of Toronto having been negotiated in England, and at what rate previous to the proposition made to you to purchase the Debentures in question?

*Answer*—I have not, and I do not believe that any such Debentures were sold in England prior to the sale of the eighty-two thousand pounds sterling made by me.

*Question*—Can you say that at the time of your agreeing with Mr. Bowes to embark in the purchase of these Debentures, no illegality was alleged to exist in their issue, of which the contractors were aware, and would not any such alleged illegality operate to induce the contractors to offer them at a lower rate than they otherwise would?

*Answer*—I was certainly not aware that any such illegality had been alleged, but I had been several months absent from the Province, and out of the way of hearing anything on the subject. I do not think that if any well-founded objection on the score of illegality existed the Debentures could have been sold on any terms. I consider that for a large amount eighty per cent. was the full value; I certainly would not have given any more.

*Question*—Are you aware that these Debentures were offered for sale at New York before being offered to Mr. Bowes, and that their alleged illegality prevented an offer of any kind being made for them?

*Answer*—I am not aware that such is the case. I know nothing of any offers except from hearsay, but I believe that the contractors had tried in various places and had been unable to get as good an offer as that made by Mr. Bowes. I have heard that Captain Strachan made a conditional offer of seventy-five per cent. for them. I cannot say whether this offer would have been accepted or not.

*Question*—Were you fully aware of the doubt entertained of the legality of these Debentures before finally agreeing for their purchase?

*Answer*—I must have been.

*Question*—Can you swear positively that Mr. Bowes' letter to you, of the thirtieth of June, was not delivered to you by Mr. James Cotton?

*Answer*—I should not like to swear positively, as Mr. Cotton has sworn the reverse, but I can swear to the best of my knowledge and belief that it was not. Such was and is my impression, irrespective of the evidence furnished to me by the register at Swords' Hotel, where I knew Mr. Cotton was in the habit of stopping, and where I think it very improbable that any error could occur in taking down the name of a person so well known as Mr. Cotton.

*Question*—Without reference to the register at Swords' Hotel, could you from memory have sworn that Mr. Cotton was in Quebec on the twenty-first of July, or on any other particular day in that month?

*Answer*—No, I could not; I can only swear to his having been in Quebec on that day on the faith of the said register.

*Question*—Might not Mr. Cotton have come to Quebec in the beginning of July without his name being inscribed on the register at Swords' Hotel, or without going to that hotel at all, or without going to any hotel at all, in case he returned on the same day that he arrived?

*Answer*—Certainly he might.

*Question*—Can you swear positively that you had no conversation with Mr. Cotton in relation to the purchase of these Debentures previous to the fifth of July, one thousand eight hundred and fifty-two?

*Answer*—I have no recollection of holding any conversation with Mr. Cotton until the day when he delivered me a sealed letter from Mr. Bowes, to which reference has been already made. I opened and read that letter in his presence. I recollect his making some remark on the subject of the transaction, to which I replied, and he then went on to converse on other matters. Mr. Cotton was in Quebec on the twenty-fourth of June. I am pretty certain that he did not call upon me; certainly he did not with Mr. Bowes. I will not swear positively that I had no other conversation with Mr. Cotton, but I recollect no other.

*Question*—Did you at any time confide to Mr. Cotton your intention of purchasing these Debentures, or did he obtain the information from any one else, and from whom?

*Answer*—Any information that he had on the subject must have been directly or indirectly from Mr. Bowes, by whom I was informed that Mr. Cotton was in his confidence.

*Question*—Did not Mr. Cotton in his conversations with you appear to know of the intended purchase of the Debentures?

*Answer*—I have already stated that, to the best of my recollection, I had no conversation with Mr. Cotton until after the purchase had been completed. I now recollect a circumstance which has some bearing on the time when I became aware of Mr. Cotton's knowledge of the transaction. When Mr. Bowes communicated to me Mr. Cotton's knowledge of the transaction he expressed a wish that he (Mr. Bowes) should not be known as concerned in it at the Bank of Upper Canada, and said that he would get Mr. Cotton to transact any business which might have to be done there with regard to the delivery of the bonds. I particularly recollect this circumstance, because I regretted having mentioned Mr. Bowes' name in my letter of the fifth of July, and I am therefore certain that it must have been after that time when I became aware that Mr. Cotton was in Mr. Bowes' confidence. In a subsequent letter I mentioned to Mr. Ridout that the bonds would be deposited by Mr. Cotton or Mr. Bowes.

*Question*—Can you say when Mr. Bowes gave his personal guarantee to the Bank in favor of the contractors for eight thousand pounds, or any other amount in part payment of the price of the Debentures, or for any other and what purpose?

*Answer*—It must have been on or about the eighth of July, one thousand eight hundred and fifty-two, immediately after the receipt by Mr. Ridout of my letter of the fifth of the same month, and his determination to make the temporary advance on the Debentures in anticipation of Messrs. Glyn, Mills & Company's letter of credit. I have no recollection that I was informed of the advance in question, but it is most probable that I was, either by Mr. Ridout or Mr. Bowes, or both. That advance was for the special accommodation of the contractors, and was given because the agreement for purchase having been completed, and the issue of the Debentures authorized by the Corporation, there could be no doubt of their delivery to the Bank so soon as they could be prepared.

*Question*—As this advance was made by the Bank upon the security of the Debentures, and with a full knowledge of their purchase, could the Bank, at that date, have been ignorant of the fact of Mr. Bowes being interested in the purchase of these Debentures?

*Answer*—Mr. Ridout ought to have been aware, from my letter of the fifth of July, that such was the case; but the fact seems to have escaped his attention, as

I know from his having stated in evidence that he was not aware of it, and that he was himself surprised, on referring to my letter of the fifth of July, to find Mr. Bowes' name mentioned. Mr. Ridout appears to have paid little attention to the ownership of the Debentures, his advance having been made on the security of the Debentures, and not on personal security.

*Question*—How many letters passed between you and Mr. Ridout on the subject of this loan by the Bank? And have you his letters to produce?

*Answer*—I cannot say how many letters passed between us on this subject. I have frequent correspondence with Mr. Ridout on various matters, demi-official and private, none of which, to my knowledge, I have in my possession, unless it be such as have been received within the last three months, my correspondence during which period I have not yet destroyed.

*Question*—How long, after having informed Mr. Ridout that Mr. Bowes was interested in the purchase of the Debentures in question, was it that you wrote to him that he would receive the Debentures either from Mr. Cotton or Mr. Bowes?

*Answer*—About a month.

*Question*—For what reason, then, if Mr. Cotton was wholly unconnected with the transaction, did you suppose that he would become possessed of the Debentures, and hand them to Mr. Ridout?

*Answer*—As I have already stated, it was because Mr. Bowes wrote to me informing me that he would get him to do so.

*Question*—[The Defendant's Counsel objects to this question, but objection not allowed by the Commissioners.] Did you at any time, and when, write to Mr. Cotton on the subject of disposing of Municipal Debentures in England on commission? Produce a copy of any letter you may have written to him on the subject.

*Answer*—I had no recollection of having written such a letter until I saw Mr. Cotton's evidence in this case. I kept no copy of the letter, but have, since Mr. Cotton's evidence was given, seen a copy of the said letter. I have mislaid this copy, but am certain that I have it somewhere in my possession: it has no relation whatever to the transaction with Mr. Bowes, to which the present case relates, nor to any other transaction with Mr. Bowes, so far as I know, on reading it. I recollected that, a few days before my departure for England, in the early part of one thousand eight hundred and fifty-two, Mr. Cotton wrote me on the subject of selling some Debentures which he was likely to get as a contractor, and which certainly were not City of Toronto Debentures. I gave an opinion in my reply, as to the value in England of such Debentures as Mr. Cotton referred to, and that opinion was that they were worth about ninety-five per cent. I referred to sterling Debentures payable in London. My belief is that the Debentures referred to were to be issued in aid of the Toronto and Guelph Railroad by some municipalities on the line of that road, but I am not certain. I told Mr. Cotton in my reply, that if he sent any such Debentures to me I would endeavour to sell them for him, charging the usual commission, which he proposed to allow in his letter to me, to the best of my recollection.

*Question*—Was it distinctly understood by Mr. Bowes, at the time you agreed to join him in the purchase of the Debentures you afterwards purchased together, that you expected to get the money to pay for them from parties in England, and that you would communicate forthwith with these parties?

*Answer*—It was so distinctly understood.

*Question*—You say, in your letter of the fifth of July, one thousand eight hundred and fifty-two, to Mr. Ridout, that you had not expected the City would issue its bonds so soon. Was your impression as to the time the City would issue its bonds produced by your communications, verbal or written, with Mr. Bowes?

*Answer*—My impression must have been derived from my conversation with Mr. Bowes, but I had only reference to a short period of time. I was well aware that the Debentures were likely to issue before very long.

*Question*—Though Mr. Bowes may have had an interest in the issuing of the Debentures after he gave security to the Bank, may he not, previously to that time, have used his influence to retard the issuing of the Debentures?

*Answer*—I do not see how Mr. Bowes could have exercised any influence in the matter. I had undertaken the entire financial management of the transaction, and I am convinced that I did not suggest to him to delay the issuing of the Debentures.

*Question*—Was not your proposal to the City Council of Toronto made through the Cashier of the Upper Canada Bank; one to take the one hundred thousand pounds authorized to be issued under the Toronto Loan Act at par?

*Answer*—Yes, conditionally on their receiving, in part payment of the same, the fifty thousand pounds of Debentures the legality of which had been questioned, and which it was one of the objects of the Act to legalize.

*Question*—Is it not true that fifty thousand pounds of the said loan, whenever effected, came to be appropriated by the Act itself, to the redemption of the Debentures you and Mr. Bowes had purchased from the contractors?

*Answer*—Yes, such was the case.

*Question*—Was not Mr. Bowes at Quebec during the passing of the Act referred to in the last question, and was he not heard before the Committee of the Legislative Assembly, as Mayor, upon the propriety of the measure?

*Answer*—Mr. Bowes was in Quebec about that time, and may have been so examined, but I have no knowledge that he was.

*Question*—Is it not true that Mr. Bowes interested himself in the passing of that Act?

*Answer*—I have no doubt that Mr. Bowes exerted himself to get the Act passed, but there was no opposition of any kind to the measure requiring the use of influence of any kind.

*Question*—Is it not true that the Act, as first introduced into the Legislative Assembly, did not contain what are now its fifth and sixth clauses; and that they were added in its passage through the House?

*Answer*—I have no knowledge that such is the case; and I do not believe it to be so, as I have already stated I took no part in the passing of the said Bill; and have no knowledge of what may have taken place in the Select Committee. I have seen the office copy of the Bill as printed for the House, and with the exception of some unimportant technical corrections, in Mr. Wicksteed's handwriting as Law Clerk, it is in the shape in which it afterwards became law. It seems to me impossible that the fifth and sixth clauses could have been omitted in the original Bill.

*Question*—Can you say who suggested the two clauses in question, and that it was not Mr. Bowes?

*Answer*—I cannot say who suggested the clauses in question; but the fifth clause is framed to meet the distinctly expressed wishes of the Corporation of Toronto, which had decided on subscribing for fifty thousand pounds of Stock in the Ontario, Simcoe, and Huron Union Railroad Company. The sixth clause merely relates to the sinking fund.

*Question*—If Mr. Bowes did not suggest the two clauses in question, is it not true that they met his and your entire approval?

*Answer*—There is no doubt that they met our approval, although my belief is that if I had drawn or suggested the fifth clause, I would have worded it differently, although practically the change I would have made would have been of no importance.

*Question*—Did not Mr. Bowes inform you, about the time the purchase of the Debentures was made by you, that there was a distinct understanding that application was to be made to the Legislature to legalize them?

*Answer*—I have already stated that I became aware of such understanding immediately after the discussion on the passing of the By-law in the City Council. I have no doubt that I heard so from Mr. Bowes, and that I also learned it from the public papers.

*Question*—Without there being any agreement in words that you and Mr. Bowes should each use his influence to legalise these Debentures, was it not matter of course that you should both exert your influences in whatever way your interest in this matter would indicate, to obtain their legalization, and could you in fairness to Mr. Bowes, or with any regard to your interest, have opposed an Act legalizing these Debentures, or do otherwise than give such an Act your support?

[Objected to by the Defendant's Counsel.]

1st. Because it is a deduction to be argued from the facts stated on part of the defence, and one to which the witness cannot properly testify from any knowledge of his own, as to what was passing in the mind of Mr. Bowes where no words passed; and because, if the question cannot be properly answered with regard to the Defendant, it cannot be asked with regard to Mr. Hincks, who is no party to the case.

2ndly. Because there was no reason that could suggest itself to the mind of the witness, bearing upon the introductory part of the question, from the fact that the witness was not aware of the illegality of the Debentures at the time of his agreement with Mr. Bowes to purchase them. And

3rdly. That this question does not properly follow from any part of the examination in chief, as the exercise of any influence on the part of the witness, either as a Member of the Government or the Legislature, is expressly negatived; and as regards the Legislature itself it is proved there was no opposition to the Bill. This is proved by the witness, both in his examination in chief and in his cross-examination.]

[Objection reserved for the opinion of the Court.]

*Answer*—Under the circumstances attending the issue of the Debentures in question it would, in my opinion, be a matter of course that every honest man would be bound to support a measure for giving effect to the understanding bet-

ween all the parties interested at the time of the passing of the By-law. I consider that opposition to such a measure would be an act of fraud. It never entered into my imagination at any time after I heard of the alleged illegality, that opposition would be made to the measure necessary for legalizing the Debentures. I, of course, am of opinion that Mr. Bowes must have supposed, if he thought on the matter at all, that I would support such a measure. I am at the same time perfectly certain that Mr. Bowes never apprehended opposition from any quarter to the passing of such an Act. And that he did not seek my assistance as a partner in the transaction from any idea that Parliamentary influence was necessary to secure the legalization of the Debentures.

*Question*—Was not the opinion of several eminent Counsel in Upper Canada taken by the City Council upon the legality of these Debentures, and were not several of those opinions, and, among others, that of the permanent Solicitor of the City Council, that these Debentures were illegal?

*Answer*—I am not aware at whose instance the opinions of Counsel were taken, nor am I aware of the names of the Counsel who were consulted. I have always understood that there were conflicting opinions on the subject. My belief is that Mr. Clarke Gamble is the Solicitor to the Corporation: and I never heard of his having given any opinion on the subject. From what I have seen I believe that the opinions against the legality of the By-law were given by Mr. Hagarty and Mr. Mowat.

*Question*—Was there not a discussion in the City Council upon the legality of these Debentures, in which reference was made to there being high legal opinions against the validity of the By-law for the issue of the Debentures, which discussions were made public?

*Answer*—Yes, I believe such discussions took place, and were made public.

*Question*—Is it not true that with such doubts upon the legality of these Debentures, it would have been hardly possible for you or Mr. Bowes to have disposed of them without having them legalized; and did not Mr. Bowes come to Quebec as Mayor, at the desire or, at all events, with the sanction of the City Council, to get an Act passed legalizing them?

*Answer*—I consider that, under the circumstances, it was necessary that the Debentures should be legalized. I would never have engaged in the transaction, had I not been perfectly satisfied that the Corporation of the City of Toronto would be incapable of so gross an act of fraud as to have omitted taking the proper steps to have the said Debentures legalized. I am aware that Mr. Bowes, when in Quebec, interested himself about the passing of the Bill, and I have no doubt that he had the sanction of the City Council in so doing; but I believe that he had other business for the City, which more especially required his personal attendance at Quebec. I refer particularly to the Toronto Esplanade.

*Question*—Had you any correspondence with Masterman & Company on the subject of City of Toronto Debentures; and when first did you write to them?

*Answer*—I never had any correspondence with Masterman & Company on the subject of City of Toronto Debentures.

*Question*—Had you any understanding, or was any proposal made by you or them, and which, and when, with reference to the negotiation, in England, of Debentures generally, or of City of Toronto Debentures in particular?

*Answer*—No.



*Question*—Were Masterman & Company in any and what way mixed up with the sale of the City of Toronto Debentures, issued under the City of Toronto Loan Act?

*Answer*—I am not able to state the position occupied by Masterman & Company in the transaction, as all my correspondence was with other parties.

*Question*—Had you any correspondence with Glyn, Mills & Company on the subject of City of Toronto Debentures; and when did you first address them on the subject?

*Answer*—I had such a correspondence as I have already stated. I am unable to state the precise day, but I must have first addressed them by the English mail which left Quebec next after I had agreed to join Mr. Bowes in the purchase.

*Question*—How often did you write them, and hear from them in reply, on this subject, before the final disposal of the Debentures by you?

*Answer*—My impression is that two or three letters from each party may have passed on the subject.

*Question*—Did you not obtain the money or a credit from Glyn, Mills & Company to enable you to purchase these Debentures? And produce the correspondence which passed between you and them on the subject of these Debentures.

*Answer*—I did obtain the money from them. I kept no copy of my letters to them, and I have no letters of theirs in my possession on the subject. I sent their letter of credit to Mr. Ridout, and it has not to my knowledge been returned to me. Any private letters which I may have had from them on that or any other subject, of an older date than three or four months back, have been destroyed.

*Question*—Would you have rendered to the City of Toronto the same service you rendered Mr. Bowes, in the sale and negotiation of these Debentures, if Mr. Bowes had applied to you for the purpose as Mayor, and had offered you the same interest in the transaction?

*Answer*—Had Mr. Bowes come to me, and proposed to me to join the City of Toronto in the purchase of a quantity of their Debentures at a discount, with a view of making a profit, I do not believe that I would have consented to join in such a transaction with the City of Toronto, or any other Municipal Corporation.

*Question*—Had Mr. Bowes, as Mayor, proposed to you to buy, sell and negotiate the Debentures in question, which you and Mr. Bowes bought from the contractors, for the benefit of the City, upon a commission, which would have yielded you an equal profit upon the transaction, with that you actually made, would you have consented to act for the City?

*Answer*—I never would have thought, under any circumstances, of acting as a mere agent, and demanding the profit which was the legitimate result of a speculation involving great responsibility and great anxiety. I could not, therefore, if I had acted as an agent, have occupied the position which I did. I think it very probable that if I had been asked to endeavour to negotiate a loan for the City of Toronto, and had been offered the usual commission, that I would have accepted the proposition at that time, provided I could have done so without interference with my public duties. I have always considered that I have the same right to accept compensation for services rendered to private individuals or

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Corporations, that the Attorney General has to receive fees for his advice, or for services rendered by him to similar parties.

*Question*—Did you communicate on the subject of the Debentures bought by you and Mr. Bowes with any other person or persons in England besides Glyn, Mills & Company; with whom and when?

*Answer*—I do not recollect that I did.

*Question*—Has not five per cent. been fixed by the Legislature as the sinking fund for re-payment of Municipal Debentures, and can you explain why two per cent. was adopted in the Toronto Loan Act?

*Answer*—There was no special rate fixed by the Municipal Act of Upper Canada; that Act required a rate sufficient to pay off the debt in a certain term of years, and which I think would have been between three and four per cent. per annum, but that sinking fund was not intended to apply to Debentures issued in aid of railways, but to loans of a much more insignificant character. It was obvious that by requiring so large a sinking fund the intention of the Legislature to facilitate the construction of railways would be defeated. The rate of two per cent. per annum was determined on without any reference to the Toronto Loan Act, and was inserted as a provision of the general law for establishing a Consolidated Municipal Loan Fund for Upper Canada, which measure was brought in by the Government. The same principle was applied to the Cities of Montreal, Kingston, Toronto and Hamilton.

*Question*—Did you communicate frankly with Mr. Bowes all you knew and thought about these Debentures when entering upon the speculation with him?

*Answer*—Certainly. I gave him my impressions as to the probable rise in the value of Canadian securities, and as to the best mode of raising the money and carrying out the operation.

*Question*—What reason had you to believe these Debentures would sell in England, and what representation did you make of their value to the persons with whom you communicated on the subject in England.

*Answer*—I did not contemplate selling the Debentures in England when I purchased them. My object was to obtain a twelve months loan on their security, and to sell them from time to time in small parcels, as opportunity should offer.

*Question*—Would not your official character of Inspector General have contributed to give confidence in these Debentures to the persons with whom you communicated as to their sale, and thus facilitate their sale?

*Answer*—It is very difficult for me to estimate what influence my official position might give to my statements, but my belief is, that my English correspondents would place the same reliance on any statements of mine if I were out of office as they would do in my present position.

*Question*—During the time you were in correspondence with Glyn, Mills & Company on the subject of these Debentures, had you occasion to address them likewise in your official capacity of Inspector General?

*Answer*—I think not. I have not for a considerable time had occasion to write officially to Messrs. Glyn, Mills & Company. The regular official correspondence with that house and with Messrs. Barings is conducted by the Receiver General, and seldom comes under my notice.

*Question*—Previous to becoming Inspector General, had you a private account with Messrs. Glyn, Mills & Company, and ordinary private transactions with them?

*Answer*—No, I had no such account, nor was I acquainted with Messrs. Glyn, Mills & Company until after I became Inspector General.

*Question*—What was the exact profit made by you and Mr. Bowes upon the purchase of the fifty thousand pounds of Debentures from the contractors? And produce the account.

*Answer*—I have no account to produce, the result of the operation was that I drew a bill of exchange on Messrs. Glyn, Mills & Company for the balance at my credit with them, the proceeds of which amounted to eight thousand two hundred and thirty-seven pounds, eight shillings and six pence currency, one half of which I paid to Mr. Bowes, as already stated.

*Question*—Is that not the profit upon the sale by you of the one hundred thousand pounds issued by the City of Toronto under the Toronto Loan Act?

*Answer*—I consider that there was a loss on the sale of the one hundred thousand pounds, no portion of such loan having realized par, whereas the City was paid par.

*Question*—Had you taken fifty thousand pounds only of Debentures issued under the Toronto Loan Act in payment of the Debentures which you purchased from the contractors, what then would have been your profit upon the purchase of Debentures by you and Mr. Bowes?

*Answer*—Had I received sterling Debentures in exchange for the amount of the Debentures which were purchased from the contractors by Mr. Bowes and myself, our profit would have been enhanced by the amount of the loss sustained on the Debentures for which we gave par to the City; but as we should not have received sterling Debentures at all, unless we had purchased from the City at par, our profit would have depended on the price at which we could have sold our currency Debentures in Canada; and as there was a rapid advance in the value of such Debentures, my belief now is founded on information received from the brokers in Montreal with whom I correspond, and from other sources of information, that our profit would probably have been greater had we never interfered with the purchase of the new City loan of fifty thousand pounds.

*Question*—You have said that the exchange remitted by you to Mr. Bowes was drawn against particular balances in the hands of Messrs. Glyn, Mills and Company by the Receiver General, and that it was sold in the usual course; will you state in what way exchange of this kind is sold, and against what particular balances these bills were drawn?

*Answer*—I was informed by the Receiver General, that he had sent round to the different Banks to ascertain what they would give for the exchange in question, and that is the usual mode which he adopts in selling small parcels of exchange in the ordinary course of business. I have no personal knowledge as to the funds against which this exchange was drawn, but have no doubt that it was against dividends and securities held on account of the Clergy Reserve Fund, or the sinking fund. I have already stated that I did not know that the Receiver General had exchange to sell, or that he had sold any to Mr. Bradshaw, until the bills were brought me to be countersigned. The exchange was drawn on Messrs. Glyn, Mills & Company, Messrs. Baring, Brothers, & Company, and Messrs. Coutts & Company.

*Question*—Had you communication of the questions put to you by the Defendant under the present commission before the time of your examination, and did you, for the most part, prepare your answers before coming to be examined, and bring with you a note of such answers?

*Answer*—I did see the questions, which were shewn to me by Mr. Gwynne, and I prepared notes of my answers. I desired in the course of my answers to these questions to enter into a number of particulars which seemed to me to be pertinent to the subject, instead of confining myself to a simple affirmative or negative to such questions.

*Question*—You were not in Toronto in the year one thousand eight hundred and fifty-two, previous to close of the month of November, as appears by your testimony, and therefore will you please say whether your knowledge of what took place in reference to the issue of the Debentures to the contractors is derived from Mr. Bowes or from any other and what source?

*Answer*—I was not in Toronto until the latter end of November, in the year one thousand eight hundred and fifty-two, and my information on the subject was derived from Mr. Bowes, as well as from the public prints.

*Question*—Had you written to Messrs. Glyn, Mills & Company previous to the sixth of December, one thousand eight hundred and fifty three, in a manner which might call for their letter to you of that date, which you have produced?

*Answer*—The correspondence on the subject originated in my getting a letter from Mr. G. C. Glyn, M. P., very much to the same effect, in which he offered, if I desired it, to send a letter explanatory of the transaction, from the firm of which he is a principal member. I replied by stating that I should be glad to receive such a letter. I had not applied for any letter until it was spontaneously offered.

Re-Examined by Mr. Attorney General Ross.

*Question*—Prior to the sale of the Toronto Debentures in London, as stated by you, are you aware of any similar securities of any other and what City in Canada being previously sold there, and of the price for which they were sold?

[This question is objected to as irrelevant.]

*Answer*—I have heard that City of Montreal currency Debentures were sold in London at less than eighty per cent., but this is the only transaction that I have heard of in currency Debentures in London. The Debentures I refer to were issued to the Saint Lawrence and Atlantic Railroad Company, and were sold by Messrs. Black, Wood & Company, contractors for that road.

*Question*—In your cross-examination, you spoke of a letter received by you from Mr. Bowes, stating his wish that his name should not be known at the Bank of Upper Canada as concerned in the purchase of the Debentures in question, and that he would get Mr. Cotton to deliver them at the Bank; did you, from anything in that letter, infer that Mr. Cotton was in any way interested with Bowes & Hall, or either of them, in the purchase of the said Debentures?

*Answer*—No, there was nothing in that letter to lead to such an inference.

*Question*—In what year were you first appointed Inspector General of the Province of Canada?

*Answer*—In the year one thousand eight hundred and forty-two. I resigned office in one thousand eight hundred and forty-three, and was again appointed in one thousand eight hundred and forty-eight, and have continued until now to hold the office.

(Signed,) F. HINCKS.

The Affidavit of the Defendant, sworn and fyled twenty-third August, 1853, as to Books and Papers.

*John George Bowes*, of the City of Toronto, Esquire, one of the above Defendants, maketh oath and saith, that he has applied to the Clerk and Chamberlain of the Council of the City of Toronto, for certified copies of all papers, writings and documents, in the possession, custody or power of the Common Council of the said City of Toronto relating to the matters in the said Bill of Complaint fyled in this cause mentioned; and that he has received from the said Clerk copies of the following papers, writings and documents, namely:—

1. Copy of an Act to provide for the issue of Debentures to the extent of £60,000, in aid of the Ontario, Simcoe and Huron Union Railroad. Passed 28th June, 1852.

2. Copy of an Act to authorise the Mayor to subscribe for ten thousand shares in the Stock of the Ontario, Simcoe and Huron Union Railroad, on behalf of the City of Toronto. Passed 18th October, 1852.

3. Copies of minutes of the Standing Committee on Finance and Assessment, of the following dates, namely:—21st November, 1850; 21st June, 1852; 28th June, 1852; 2nd July, 1852; 30th July, 1852; 29th September, 1852.

4. Copy of letter from the President of the Ontario, Simcoe and Huron Union Railroad Company to the Chairman of the Finance Committee, dated 28th June, 1852.

5. Copy of letter of M. Courtwright, acting member of the firm of M. C. Story & Company, to the Select Committee of the Council of Toronto, appointed to enquire into certain matters connected with the sale of City Debentures, dated 17th February, 1853.

6. Copy of letter from same to same, dated 21st February, 1853.

7. Copy of Report of Finance Committee, of the 18th August, 1851.

8. Copy of resolution of the Common Council of the City of Toronto, of 29th July, 1852.

9. Copy of letter and resolution, enclosed, from the Secretary of the Ontario, Simcoe and Huron Union Railroad Company, addressed to the Worshipful the Mayor of Toronto, dated 30th July, 1852.

And this deponent has received from the Chamberlain of the said City of Toronto, a copy of an original document, in his custody, bearing date 27th September, 1852, being an authority from the said Messrs. Story & Co. to the said Chamberlain, to deposit certain Debentures in the Bank of Upper Canada. And this deponent says that the original documents, whereof the said above papers are copies, are in the proper custody of the Common Council of the said City of Toronto, and are not in the custody, power or control of this deponent. And this deponent is informed and believes, that the said papers, documents and writings from which the said above copies have been taken, are all the papers, writings and documents in the custody of the Common Council of the said City of Toronto relating to the matters in the said Bill mentioned. And this deponent says, that he has herewith caused to be fyled in this honorable Court the said copies of documents, and also a certain book, published by direction of the Common Council

of the said City of Toronto, relating to the matters in the said Bill of Complaint mentioned, intituled, "Report of Select Committee appointed to enquire into the issue and sale of City Debentures in 1852, with the evidence." And this deponent says that he has not in his possession, custody or power, any deeds, books, papers, writings or documents, relating to the matters in question in this cause, or to any of such matters, other than the said books and copies of documents, so as aforesaid, fyled by this deponent.

J. G. BOWES.

Second Affidavit as the same, sworn and fyled 1st September, 1853.

I, *John George Bowes*, of the City of Toronto, Esquire, one of the above named Defendants, make oath and say as follows:

1stly. I say that I have fyled certain copies of documents relating to the matters in question in this suit, as set forth in my Affidavit made in this cause, and fyled with the said copies on the 23rd day of August, which documents are also particularised in the first schedule hereto annexed.

2ndly. I further say, that subsequently to the City Council passing the By-law of the 28th June, 1852, in the said first schedule hereto annexed mentioned, Messrs. M. C. Story & Co., in the said Bill mentioned, addressed a letter to me offering to sell Debentures of the City of Toronto to the amount of twenty-four thousand pounds, which letter is now in my possession; and I submit that it is wholly irrelevant to the matters in question in this suit: I however say that I have set forth a true copy thereof in the second schedule hereto annexed.

3rdly. I further say that subsequently to the Debentures in the said Bill mentioned becoming within the power and control of the said Messrs. Story & Company, and to their being publicly offered by them for sale, I have, in the course of my private correspondence, mentioned to my said correspondents the fact of the said Messrs. Story & Company having such Debentures for sale, and I have received letters from my said correspondents relating thereto; but I say that such my correspondence had relation wholly to the private transaction of the said Messrs. Story & Company having such Debentures for sale, and did not otherwise, in any manner, relate to any of the matters in question in this suit; and I submit that such my correspondence is irrelevant to the matters in question in this suit. And I further say that I never have kept copies of or extracts from, or a copy of or extract from such my correspondence, nor have I ever kept the letters or any of the letters so received by me, nor any copy of or extract from any part of such correspondence, but the letters so received by me have been, to the best of my belief, destroyed or cast away among waste papers, after having been read; and I say that I have not now any part of such correspondence in my possession, custody or power.

I further say that I have drawn up a statement relating to the matters in question in this suit, for the purpose of my defence to this suit, which statement I have placed, and it now is, in the hands of my solicitor, for the purpose of such my defence, which statement, for such reason, I object to produce.

I further say, according to the best of my knowledge, remembrance, information and belief, that I have not now, and save as herein aforesaid, never have had in my own possession, custody, or in the possession, custody or power of my solicitors or agents, or solicitor or agent, or in the possession, custody or power of any other person on my behalf, any deed, account, book of account, voucher, receipt, letter, memorandum, paper or writing, or any copy of or extract from any such document, or any other document whatsoever, relating to the matters in question in this suit, or any of them, or wherein any entry has

been made relative to such matters, or any of them, other than and except the documents set forth in the first and second schedules hereto.

(Signed,) J. G. BOWES.

First schedule referred to in the accompanying Affidavit, filed 1st September, 1853.

1st. Copy of an Act to provide for the issue of Debentures to the extent of sixty thousand pounds, in aid of the Ontario, Simcoe and Huron Union Railroad, passed the twenty-eighth of June, one thousand eight hundred and fifty-two.

2nd. Copy of an Act to authorise the Mayor to subscribe for ten thousand shares in the Stock of the Ontario, Simcoe and Huron Union Railroad, on behalf of the City of Toronto, passed the eighteenth of October, one thousand eight hundred and fifty-two.

3rd. Copies of minutes of the Standing Committee on Finance and Assessment, of the following dates, namely: 21st November, 1850; 21st June, 1852; 28th June, 1852; 2nd July, 1852; 30th July, 1852; 29th September, 1852.

4th. Copy of a letter from the President of the Ontario, Simcoe and Huron Union Railroad Company to the Chairman of the Finance Committee, dated 28th June, 1852.

5th. Copy of letter of M. Courtwright, acting member of the firm of M. C. Story & Company, to the Select Committee of the Council of Toronto, appointed to enquire into certain matters connected with the sale of City Debentures, dated 17th February, 1853.

6th. Copy of letter from same to same, dated 21st February, 1853.

7th. Copy of Report of the Finance Committee, of the 18th August, 1853.

8th. Copy of resolution of the Common Council of the City of Toronto, of 29th July, 1852.

9th. Copy of letter and resolution enclosed, from the Secretary of the Ontario, Simcoe and Huron Union Railroad Company, addressed to the Worshipful the Mayor of Toronto, dated 30th July, 1852.

This Defendant has received from the Chamberlain a copy of an original document, bearing date 27th September, 1852, being an authority from the said Messrs. Story & Company to the said Chamberlain to deposit certain Debentures in the Bank of Upper Canada.

Book published by direction of the Common Council of the said City of Toronto, relating to the matters in the said Bill of Complaint mentioned, intitled; "Report of the Select Committee appointed to enquire into the issue and sale of City Debentures in 1852, with the evidence."

Second schedule referred to in the accompanying Affidavit.

TORONTO, 30th June, 1852.

J. G. Bowes, Esquire,

SIR,—We propose to sell you the twenty-four thousand pounds of Toronto Debentures authorised by the City Council on the 28th instant to be issued in aid of the Ontario, Simcoe and Huron Union Railroad, you to pay us eighty cents on the dollar on the deposit of said Debentures in such Bank in the City of Toronto as you may designate, and we to deposit said Debentures as soon as we receive the same.

Let us know your acceptance or not of this proposition in writing to-morrow

Very respectfully,

Your obedient servants,

M. C. STORY & CO.

Supplemental Affidavit sworn to and filed 2nd September, 1853.

I, *John George Bowes*, of the City of Toronto, Esquire, one of the above Defendants, make oath and say, that since the making of the Affidavit by me in this cause yesterday, it has come to my recollection that for some period of time in the year one thousand eight hundred and fifty-two I had a small memorandum book in which I occasionally made entries relative to my private correspondence; and I say that at the time of my making my said Affidavit yesterday, relative to my said private correspondence therein referred to, the fact of my having formerly had such a memorandum book as herein aforesaid escaped my recollection, and I have since made diligent search therefor, and I say that I cannot find the same; and I say that I have not seen the same for a period of several months last past, and I do not know what has become thereof; but I verily believe that the same has been for a period of several months lost; and I say that I believe that the said memorandum book did contain some entries relating to my said private correspondence referred to in my said Affidavit made yesterday; but I submit that for the reasons stated in my said Affidavit made yesterday, relative to my said private correspondence, the said memorandum book did not contain any entries in it relative to the matters in question in this suit.

(Signed,) J. G. BOWES.

Defendant's Affidavit as to Books and Papers, filed 6th December, 1853.

I, *John George Bowes*, of the City of Toronto, Esq., one of the above-named Defendants, make oath and say as follows:—

*First.* I say, that I have filed certain copies of documents relating to the matters in question in this suit, which were filed by me in this cause on the 23rd day of August last, which documents are particularized in the first schedule hereto annexed.

*Secondly.* I further say, that subsequently to the City Council passing the By-Law of the 28th day of June, A. D. 1852, in the said first schedule hereto annexed, mentioned, Messrs. M. C. Story and Company in the said Bill mentioned, addressed a letter to me, offering to sell Debentures of the City of Toronto to the amount of seventy-four thousand pounds, which letter is now in my possession, and I submit that it is wholly irrelevant to the matters in question in this cause; however, I say that I have set forth a true copy thereof in the second schedule hereto annexed.

*Thirdly.* I further say, that subsequently to the Debentures in the said Bill mentioned becoming within the power and control of the said Messrs. Story and Company, in the said Bill mentioned, and to their publicly offering them for sale, I have, in the course of my private correspondence mentioned to my said correspondents the fact of the said Messrs. Story and Company having such Debentures for sale, and I have received letters from my said correspondents relating thereto; but I say that such correspondence, had relation wholly (in so far as relates to matters in the Bill of the said complainants) to the private transactions of the said Messrs. Story and Co., having such Debentures for sale, and did not otherwise in any manner relate to any of the matters in question in this suit; and I submit that such my correspondence is irrelevant to the matters in question in this suit. And I further say, that I never kept copies of such my correspondence, nor have I ever kept the letters so received by me, but I have destroyed or cast them away among my waste papers in the ordinary course in such matters. I further say, that when this suit was first instituted against me, I drew a statement relating to the matters in this suit, for the purpose of my defence in this suit, which I have placed in the hands of my solicitor for the purpose of such my defence, which statement for such reason I object to produce.



I further say, that for some period of time in the year of our Lord 1852, I had a small memorandum book in which I occasionally made entries relative to my private correspondence; and I say that I have not seen the same for a period of several months last past, and I do not know what has become thereof, but I verily believe that the same has been for a period of several months lost, and I say that I believe that the said memorandum book did contain some entries relating to my said private correspondence, but I cannot say whether any of such entries did or not relate to any of the matters in the said Bill mentioned.

And I further say, that in the books of Bowes & Hall, of which firm I am a partner, there appear entries showing that the sum of four thousand one hundred and twenty-three pounds, nine shillings and eleven pence, has been received to the credit of that firm; and I say that it does not appear by the said books out of what transaction such credit arises, but the same is entered in the said books, in the ordinary course of business, as a credit of such sum to the said firm; and I say that such entries do so far relate to the matters in question in this suit, that they comprise the amount of £4123 9s. 11d., admitted by me in my answer to the Bill of the complainants to have been realized as therein is mentioned; and I say that such entries in the said books of the said firm of Bowes & Hall do not exhibit anything in relation to any of the matters in the said Bill of the said complainants, mentioned or in question in this suit; and for the reasons herein appearing, I object to produce the said books containing such entries.

And I further say, that according to the best of my knowledge, remembrance, information, and belief; I have not now, and, save as herein is aforesaid, I never had in my own possession, custody, or power, or in the possession, custody, or power of my solicitors or agents, or solicitor or agent, or in the possession, custody or power of any person on my behalf, any deed, account, books of accounts, voucher, receipt, letter, memorandum, paper, or writing, or any copy of or extract from any such document whatsoever, relating to the matters in question in this suit, or to any of them, or wherein any entry has been made relative to such matters, or any of them, other than and except the said documents hereinbefore referred to, and the said documents set forth in the said first and second schedules hereto annexed. And I further say, that the moneys by the said Bill sought to be recovered from me, never were in any manner made by or through the credit of the funds of the City of Toronto; nor have the City of Toronto, or the inhabitants or rate-payers thereof, any interest whatever in such monies, as I am advised and verily believe; and I say that the transaction in the said Bill referred to as a sale of such Debentures to me and others, was a *bona fide* sale by the contractors in the said Bill mentioned; and I say, that I never have had in my possession, custody, or power, or in the possession, custody, or power of my solicitors or agents, solicitor or agent, any deed, account, book of accounts, vouchers, receipt, letter, memorandum, paper, or writing, or any copy of or extract from any such document or any documents whatsoever, which would show or tend to show that the said transaction was any other than a *bona fide* sale by the contractors, who were entitled to the said Debentures.

(Signed,)

J. G. BOWES.

#### ADMISSIONS.

In order to save expense in taking evidence in this cause, I consent that the Plaintiff shall be at liberty at the hearing to read the following, as evidence on his behalf:—

1. The copies produced by the Defendant Bowes, or referred to in the schedules annexed to his Affidavits, without producing the originals, or giving further evidence thereof.

2. Any reports, letters, documents or proceedings printed in the pamphlet produced by the Defendant, may be read from the pamphlet, without producing or proving the originals, subject to all just exceptions as to admissibility, relevancy, or otherwise, to which the originals, if produced and proved, would have been open.

3. The resolutions and by-laws set forth or referred to in the Bill. Admitting, on production, all copies certified by Daly, without further evidence thereof, or of originals.

4. And I undertake to admit at the hearing, that the Plaintiffs were (as they state,) before the occurrence of any of the transactions mentioned in the Bill until now, and still are, rate-payers and inhabitants of the City of Toronto, subject to all objections as to the right of such to sue.

5. That the electors of the City have, during all the period, numbered several hundreds, and the rate-payers and inhabitants respectively are more numerous than the electors.

6. That Mr. Hincks resides in Quebec, was and is an M. P. P., Inspector General of the Province, and a Member of the Executive Council, as stated in the Bill.

All these admissions to be subject to all just exception as to the admissibility and relevancy, &c., of the facts upon the issues in the pleadings raised.

JOHN W. GWYNNE,  
Solicitor for Defendant Bowes.

Dated 15th December, 1853.

The resolution of 25th November, 1850, as to the £25,000.

The Common Council of the City of Toronto, on the 25th of November, 1850, adopted the following resolution:

“*Resolved*,—That the sum of £25,000, in Debentures payable twenty years after date, with interest at six per cent. per annum, payable half-yearly, be granted in aid of the Ontario, Simcoe and Huron Union Railroad Company, on the conditions set forth in the second clause of the Report No. 21 of the Standing Committee on Finance and Assessment; and in order to extend the benefits of the said railroad to all parts of the City, it be another condition of the above grant that the terminus for passenger trains shall be erected on a portion of the Market Block property, now vacant, such portion to be leased to the Company at a nominal rent for 99 years, and that the line of railroad shall be carried along Palace and Front Streets, to the full extent of the City Water Lots.”

Resolution as to the £35,000 loan.

On the 8th of August, 1851, the Manager of the Ontario, Simcoe, and Huron Union Railroad Company, aided by certain resolutions adopted at a meeting over which John Arnold, Esq., presided, applied for a loan of £35,000 upon certain conditions set forth in the said resolutions, which application and resolutions were referred to a Select Committee. The Select Committee, on the 18th of August, 1851, reported:

“That, upon the most attentive consideration given by your Committee to the propositions signed by Mr. Arnold as Chairman, and after frequent interviews with the Manager, as well as with one of the contractors of the Company, your Committee could recommend that in lieu of the propositions (or either of them,) the Council loan to the said Company their Debentures to an amount not exceeding £35,000, payable in twenty years, with interest on the same payable half-yearly, issuable in the same ratio as the bonus of £25,000, taking as security for such Debentures the bonds of the said Company to the same amount, payable in ten years, with interest half-yearly, secured on the road, to the satisfaction of this Corporation, upon the recommendation of the City Solicitor.

“And further, that it be a condition to this loan, that the road from this City to Lake Simcoe, or the Holland River, be completed in two years from the 1st of January next.

“And further, that as long as the loan of £35,000 continues, the Mayor of this City, for the time being (if he be not a Director in any other Company) be a Director in the above-mentioned Company; if he be a Director in any other Company, then any Alderman of the City for the time being to be nominated by this Council to be a Director in said Company.”

This report was adopted by the Council on the said 18th of August, 1851.

#### The £60,000 By-law.

An Act to provide for the issue of Debentures to the extent of £60,000, in aid of the Ontario, Simcoe, and Huron Railroad.

[Passed 28th June, 1852.]

Whereas, on the 25th day of November, 1850, the Common Council of the City of Toronto resolved that the sum of £25,000 in Debentures, payable 20 years after date, with interest at 6 per cent. per annum, payable half-yearly, be granted in aid of the Ontario, Simcoe, and Huron Railroad, in the proportion, as the work progresses, as 1 is to 10—namely, £10,000 to be expended on the road before any advance is made by the Corporation; these Debentures to be issued to the contractors for £10,000, and that all future advances be made in the same proportion to an amount not exceeding in the whole the sum of £25,000, upon the condition that the terminus for passenger trains be erected on a portion of the Market Block property, now vacant, and that the line of railroad shall be carried along Palace and Front Streets to the full extent of the City Water Lots. And whereas the said Common Council, on the 18th day of August, 1851, resolved to loan the Ontario, Simcoe, and Huron Railroad Company, City Debentures to an amount not exceeding £35,000, payable in 20 years, with interest payable half-yearly, issuable in the same ratio as the bonus of £25,000, taking as a security for such Debentures the bonds of the said Company to the same amount, payable in 10 years, with interest half-yearly, secured on the road, to the satisfaction of the Council, upon the recommendation of the City Solicitor, on condition that the road from the City to Lake Simcoe, or the Holland River, be completed in two years from the 1st of January next. And further, that as long as the said loan of £35,000 continues, the Mayor of the City for the time being (if he be not a Director in any other Company,) be a Director in the above-mentioned Company; if he be a Director in any other Company, then any Alderman of the City, for the time being to be nominated by the Council to be a Director in the said Company. And whereas, by the Act of the Provincial Legislature, 13 and 14 Vic., chap. 81,

entitled, " An Act to enable the Municipal Corporation of the City of Toronto to assist in the construction of the Toronto, Simcoe, and Huron Union Railroad," it is enacted, That it shall and may be lawful for the Mayor, Aldermen and Commonalty of the City of Toronto, in pursuance of any By-law of the said Municipal Corporation, to issue Debentures to an amount not exceeding £10,000, nor in sums less than £5 each, for and towards assisting in the construction of the proposed railroad of said Company, and to provide for or secure the payment thereof in such manner and way as to the said Municipal Corporation shall seem proper and desirable.

Be it therefore enacted by the Mayor, Aldermen, and Commonalty of the City of Toronto :

1st. That it shall and may be lawful for the Mayor of the City of Toronto to cause any number of Debentures to be made out, not exceeding in the whole the sum of £60,000, and to cause such Debentures to be issued to the Ontario, Simcoe, and Huron Union Railroad Company, in the proportion specified in the before-recited resolution, as the work on the said road progresses.

2ndly. That, of the said sum of £60,000, the sum of £25,000 shall be as a gift to aid in the construction of the said road, and the remaining £35,000 shall be as a loan to the Ontario, Simcoe, and Huron Union Railroad Company ; and for the securing of the said payment of the said loan in ten years, with interest at the rate of six per cent. per annum, payable half-yearly, the said Company shall give to the City of Toronto their bonds, secured upon the said road, to the amount of such Debentures from time to time issued to the said Company on account of the said loan.

3rdly. That all such Debentures shall be under the Common Seal of the said City, signed by the Mayor for the time being, and co-undersigned by the Chamberlain for the time being of the said City of Toronto, and shall bear interest at the rate of six per cent. per annum, payable half-yearly at the Bank of Upper Canada ; and all such Debentures shall be redeemable at the Bank of Upper Canada—provided always, that none of the said Debentures shall be for a less sum than £25, nor payable at a more remote period than twenty years from the issuing thereof.

4thly. That the interest on the said Debentures shall be, and the same is hereby charged and chargeable, and shall be paid and borne out of the monies which shall come into the hands of the Chamberlain of the said City for the time being, to and for the uses of the said City.

5thly. That for the payment and redemption of the principal sum secured by the said Debentures, there shall be raised, levied and collected in the year next before such Debentures respectively fall due, an equal rate in the pound upon the assessed value of all rateable property in the said City of Toronto and liberties thereof, over and above all other rates and taxes whatsoever, sufficient to pay the principal sum secured by such Debentures respectively falling due, as aforesaid ; unless otherwise provided for by the re-payment of the said loan, or any part thereof, by the O. S. & H. U. R. Company, or by act of the Mayor, Aldermen and Commonalty of the City of Toronto, authorizing the issue of other Debentures in lieu thereof, in that behalf duly made and enacted.

J. G. BOWES,  
Mayor.

An Act to authorize the Mayor to subscribe for ten thousand shares in the Stock of the Ontario, Simcoe, and Huron Union Railroad, on behalf of the City of Toronto.

[Passed 18th October, 1852.]

WHEREAS, by a certain By-law passed on the 28th day of June, 1852, entitled, "An Act to provide for the issue of Debentures to the extent of £60,000 in aid of the Ontario, Simcoe, and Huron Union Railroad Company, after reciting that, Whereas on the 25th day of November, 1850, the Common Council of the City of Toronto resolved that the sum of £25,000 in Debentures, payable twenty years after date, with interest at six per cent. per annum, payable half-yearly, be granted in aid of the Ontario, Simcoe, and Huron Railroad in the proportion, as the work progresses, as one is to ten, namely, £100,000 to be expended on the road before any advance is made by the Corporation, these Debentures to be issued to the contractors for ten thousand pounds, and that all future advances be made in the same proportion to an amount not exceeding in the whole the sum of £25,000, upon the condition that the terminus for passenger trains be erected on a portion of the Market Block property now vacant, and that the line of railroad shall be carried along Palace Street and Front Street, to the full extent of the City Water Lots; and whereas the said Common Council on the 18th day of August, 1851, resolved to loan the Ontario, Simcoe, and Huron Union Railroad Company, City Debentures to an amount not exceeding £35,000, payable in twenty years, with interest payable half-yearly, issuable in the same ratio as the bonus of £25,000, taking as security for such Debentures the bonds of the said Company to the same amount, payable in ten years, with interest half-yearly, secured on the road to the satisfaction of the Council, upon the recommendation of the City Solicitor, on the condition that the road from this City to Lake Simcoe, or the Holland River, be completed in two years from the 1st of January next; and further, that as long as the said loan of £35,000 continue, the Mayor of the City for the time being (if he be not a Director in any other Company) be a Director in the above-mentioned Company; if he be a Director in any other Company, then any Alderman of the City for the time being to be nominated by the Council to be a Director in the said Company. And whereas, by the Act of Provincial Legislature, 13 and 14 Vic., cap. 81, entitled, "An Act to enable the Municipal Corporation of the City of Toronto to assist in the construction of the Toronto, Simcoe, and Lake Huron Union Railroad, it is provided always, that it shall and may be lawful for the Mayor, Aldermen, and Commonalty of the City of Toronto, in pursuance of any By-law of the said Municipal Corporation to issue Debentures to an amount not exceeding £100,000, nor in sums less than five pounds each, for and towards assisting in the construction of the proposed railroad of the said Company, and to provide for or secure the payment thereof in such manner and way as to the said Municipal Corporation shall seem proper and desirable. It was enacted, that it shall and may be lawful for the Mayor of the City of Toronto to cause any number of Debentures to be made out, not exceeding in the whole the sum of £60,000; and to cause such Debentures to be issued to the Ontario, Simcoe, and Huron Union Railroad Company, in the proportion specified in the before recited resolution, as the work on the said road progresses; that, of the said sum of £60,000, the sum of £25,000 shall be as a gift to aid in the construction of the said road, and the remaining £35,000 shall be as a loan to the Ontario, Simcoe, and Huron Union Railroad Company; and for securing the re-payment of the said loan in ten years, with interest at the rate of six per cent. per annum, payable half-yearly, the said Company shall give to the City of Toronto their bonds secured upon the said road, to the amount of such

Debentures from time to time issued to the said Company on account of the said loan. That all such Debentures shall be under the common seal of the said City, signed by the Mayor for the time being, and countersigned by the Chamberlain for the time being of the said City of Toronto, and shall bear interest at the rate of six per cent. per annum, payable half-yearly at the Bank of Upper Canada, and all such Debentures shall be redeemed at the Bank of Upper Canada; and provided always that none of the said Debentures shall be for a less sum than £25, nor payable at a more remote period than twenty years from the issuing thereof. That the interest on the said Debentures shall be, and the same is hereby charged and chargeable, and shall be paid and borne out of the monies which shall come into the hands of the Chamberlain for the time being, to and for the uses of the said City. That for the payment and redemption of the principal sums secured by the said Debentures there shall be raised, levied and collected, in the year before such Debentures shall respectively fall due, an equal rate in the pound on the assessed value of all rateable property in the said City of Toronto and liberties thereof, over and above all other rates and taxes whatsoever, sufficient to pay the principal sum secured by such Debentures, so respectively falling due as aforesaid, unless otherwise provided for by the repayment of the said loan, or any part thereof, by the Ontario, Simcoe, and Huron Union Railroad Company, or by the Mayor, Aldermen and Commonalty of the City of Toronto, authorizing the issue of other Debentures in lieu thereof; in that behalf duly made and enacted. And whereas, since the passing of the said By-law the following resolution was, on the twenty-ninth day of July, 1852, adopted by the Common Council of the said City of Toronto.

“Whereas His Worship the Mayor has informed this Council that the contractors of the Ontario, Simcoe and Huron Union Railroad Company have accepted a proposition made by him, subject to the approbation of this Council, in view of the difficulties which have arisen in the execution of a mortgage bond, by way of security for the loan of thirty-five thousand pounds, formerly voted by this Council, to the effect that the contractors shall surrender the grant of twenty-five thousand pounds, made by this Council, and transferred to such contractors in part payment of their contract; and also that the Directors shall waive the aforesaid loan of £35,000 altogether, on condition that in lieu thereof this Council will take Stock to the amount of fifty thousand pounds, to be paid by the issue of City Debentures in the same proportion as the above loan and grant were authorized to be issued: Be it therefore resolved that the Standing Committee on Finance and Assessment be authorized to complete such arrangements, provided that no legal difficulties shall occur in carrying out this resolution, and provided also that no alteration shall take place in the conditions upon which a portion of the Market Block was granted to the said Company, particularly with regard to carrying the railroad to the eastern limits of the City Water Lots. And whereas the said contractors have, by an instrument under their hands and seals, dated the 14th day of October, 1852, duly surrendered such grant of twenty-five thousand pounds, and released all right and title thereto; and the said Ontario, Simcoe and Huron Union Railroad Company have, by an instrument under their corporate seal, dated the 14th day of October, 1852, released all rights or claim to said grant, and also to said loan of thirty-five thousand pounds.

Be it therefore enacted by the Mayor, Aldermen and Commonalty of the City of Toronto, that it shall and may be lawful for the Mayor of the said City of Toronto to subscribe for, take, receive and hold Stock in the said Ontario, Simcoe and Huron Union Railroad Company to the amount of £50,000 for and on behalf of the said City of Toronto; and for the payment of the same it shall and may be lawful and it shall be the duty of the said Mayor for the time being of the said

City to appropriate so much and so many of the said Debentures authorized to be issued under the provisions of the By-law hereinbefore recited as may be requisite and necessary for that purpose, and that the said Debentures shall be issued by him for that purpose, at the times and in the same proportions as is provided by the By-law hereinbefore recited, subject however to the same conditions relative to the passenger terminus of the said railroad, and the continuance of the said railroad along Front and Palace Streets as are contained in the recital of the said By-law, and the resolutions of the Common Council, of the 29th day of July last.

That the dividends from time to time paid and payable upon the Stock so held by the said Mayor, on behalf of the said City of Toronto, in the said Ontario, Simcoe and Huron Union Railroad Company, shall be applied by the Chamberlain of the said City in such manner as by resolution of the Common Council of the City of Toronto may from time to time be directed.

(Signed,)

JOHN G. BOWES,

Mayor.

Common Council Chamber,  
Toronto, 18th October, 1852.

[The Bill "to authorize the City of Toronto to negotiate the loan of £100,000 to consolidate a part of the City debt," of which Mr. McCord produced a copy when giving his evidence in this cause, corresponds with the Act, with the exception of a few verbal alterations, and except that the 7th and 8th clauses in the Act as it passed were not in the Bill as introduced and printed.]

[COPY.] By-law as to the £100,000.

An Act to provide for the issue of £100,000 Debentures, to consolidate a part of the City debt.

[Passed 1st November, 1852.]

Whereas, by an Act passed during the present Session of the Provincial Legislature, 16 Vic., ch. 5, entitled, "An Act to authorize the City of Toronto to negotiate a loan of £100,000, to consolidate a part of the City debt," it is, amongst other things, enacted, "That it shall and may be lawful to and for the City of Toronto to raise by way of loan upon the credit of Debentures the sum of £100,000 lawful money of Canada: that the sum of £50,000, part of the said loan, shall be applied to the payment of the promissory notes of the said City now current, and redemption of the Debentures of the said City issued prior to the passing of the 12th Vic., ch. 81, and falling due within the next ten years: that the sum of £50,000, the remainder of the said loan, shall be applied in payment of the Stock purchased by the said City in the O. S. & H. U. Railroad Company, or in the redemption of the Debentures issued on account of the purchase of the said Stock, and that for and notwithstanding any clause, matter, or thing in any Act of the Parliament of the Province to the contrary, it shall and may be lawful for the Common Council of the said City of Toronto to repeal the By-law of the said Council passed on the 28th day of June, 1852, authorizing the levying of a special rate for the purpose of paying and satisfying certain Debentures issued or to be issued in aid of the said O. S. & H. Railroad, or payment of the said Stock. And that, for the payment, satisfaction and discharge of the Debentures to be issued by virtue of this Act, it shall and may be lawful for the Common Council of the said City of Toronto in the By-law to be passed authorizing the said loan of £100,000, and the issuing the Debentures thereof, to impose a special rate per

annum, over and above and in addition to all other rates to be levied in each year, to form a sinking fund of two per cent. per annum, for that purpose. And whereas the whole rateable property of the City of Toronto for the year 1851 was £184,000. And whereas the assessed rate in the pound required as a special rate for the payment of the interest of a loan of £100,000, and the creation of a sinking fund of two per cent., to pay the principal of a loan of £100,000, is ten pence in the pound :

Be it therefore enacted, by the Mayor, Aldermen and Commonalty of the City of Toronto :—

1st. That it shall and may be lawful for the Mayor of the City of Toronto to raise by way of loan, from any persons, body or bodies, corporate or politic, who may be willing to advance the same upon the credit of the Debentures hereinafter mentioned, and the special rate hereinafter imposed, a sum of money not exceeding in the whole the sum of £100,000 ; and to cause the same to be paid and applied in the manner prescribed by the Act of the Provincial Legislature authorizing the negotiation of the said loan.

2ndly. That it shall and may be lawful for the Mayor of the City of Toronto to cause or direct any number of Debentures to be made out, for such sum or sums, not exceeding in the whole the said sum of £100,000, as any person or persons, body or bodies corporate or politic, shall agree to advance upon the credit of such Debentures, and the special rate hereinafter imposed, such Debentures to be under the common seal of the said City, signed by the Mayor, and countersigned by the Chamberlain of the City for the time being, and made out in such manner and form as the Mayor shall think fit.

3rdly. That the interest on such Debentures shall be payable half-yearly, on the 1st of April and 1st of October in each year, at such banking house or place in London, or elsewhere, as may be agreed upon between the Mayor of the said City and the party or parties who may advance the said loan or any part thereof.

4thly.—That the said principal sum of £100,000 shall be made payable at twenty years, from the 1st day of October, 1852, at the banking house or place in London, or elsewhere, as may be agreed upon as aforesaid.

5thly.—That a special rate of ten pence in the pound upon the assessed value of all rateable property in the City and liberties, over and above all other rates and taxes, shall be raised, levied and collected annually, for the purpose of paying the interest, and creating a sinking fund of two per cent., for the payment of the principal of the said loan of £100,000, from the year 1852 until the year 1873, or until the said Debentures shall be fully redeemed or provided for.

6thly.—That if in any of the years during which the sum of ten pence in the pound special rate by this Act authorized to be levied, there shall be any surplus, after paying the interest on the said loan, and providing for the sinking fund hereinafter mentioned, the said surplus shall be invested with and added to the said sinking fund, for the purpose of paying the said loan of £100,000 secured by the said hereinbefore mentioned Debentures.

J. G. BOWES.



Statement of monies received and paid by the Bank of Upper Canada, being exhibit N, referred to in Mr. Ridout's evidence, taken 16th December, 1853.

Statement of monies paid by the Bank of Upper Canada to the credit of M. C. Story & Co., on the security of £50,000 City of Toronto Debentures sold at 20s. per cent. discount.

| 1852.     |                                   |         | Currency. |
|-----------|-----------------------------------|---------|-----------|
| July 22,  | Cash advanced on Nos. 740 to 779, | £10,000 | £8,000    |
| July 30,  | " " 782 to 801,                   | 5,000   | 4,000     |
| Aug. 3,   | " " 802 to 831,                   | 7,500   | 6,000     |
| Aug. 7,   | " " 832 to 841,                   | 2,500   | 2,000     |
| Aug. 31,  | " " 847 to 898,                   | 13,000  | 10,400    |
| Sept. 30, | " " 899 to 918,                   | 5,000   | 4,000     |
| Oct. 21,  | " " 950 to 971,                   | 5,500   | 4,400     |
| Nov. 6,   | " " 972 to 977,                   | 1,500   | 1,200     |
|           |                                   | £50,000 | £40,000   |

Statement of monies received by the Bank, to re-imburse the above advances.

1852.

|          |                                                                                               |         |    |    |
|----------|-----------------------------------------------------------------------------------------------|---------|----|----|
| Aug. 21. | Proceeds of the Hon. F. Hincks' draft on Messrs. Glyn, Mills & Co., for £15,000 sterling..... | £18416  | 13 | 4  |
| Oct. 23. | Do. do. do. £5,000.....                                                                       | 6152    | 15 | 5  |
|          | By A. T. McCord, for interest to 1st Oct., 1852.....                                          | 333     | 7  | 0  |
|          | By proceeds of coupons on £82,000 to 1st April, 1853....                                      | 2930    | 0  | 7  |
|          | Glyn & Co. £10,139 10s. 8d. sterling.....                                                     | 12449   | 1  | 11 |
|          |                                                                                               | £40,281 | 18 | 3  |

The difference of £281 18s. 3d. is the balance of interest due to the Bank on the advances made to Story & Co.

Exhibit R, referred to in Dr. Beatty's evidence.

Certificate of Engineer for work done under contract given.

|               |       |          |
|---------------|-------|----------|
| May 15, 1852, | ..... | £100,000 |
| June 29, "    | ..... | 50,000   |
| Aug. 18, "    | ..... | 15,000   |
| Sept. 1, "    | ..... | 43,247   |
| Oct. 1, "     | ..... | 44,923   |
|               |       | £253,170 |

Of the £50,000 in Stock, there was deposited with Chamberlain:—

|                |                       |      |         |
|----------------|-----------------------|------|---------|
| July 24, 1852, | certificate for ..... | 3250 | Shares. |
| Aug. 18, "     | " " .....             | 1750 | "       |
| " 30, "        | " " .....             | 4250 | "       |
| Sept. 22, "    | " " .....             | 750  | "       |

## CITY DEBENTURES CREDITED.

|                      |         |
|----------------------|---------|
| July 15, 1852, ..... | £10,000 |
| Aug. 4, " .....      | 12,500  |
| " 9, " .....         | 2,500   |
| " 31, " .....        | 8,000   |
| Sept. 4, " .....     | 5,000   |
| Oct. 5, " .....      | 5,000   |
| " 20, " .....        | 5,500   |
| Nov. 10, " .....     | 1,500   |

*Mem.*—The releases to the City of the gift and loan from the railroad and Story & Co., were executed on the 14th October, 1852.

Copy Minutes of the Standing Committee on Finance and Assessment.

COMMITTEE ROOM, TORONTO, 21st Nov., 1850.

PRESENT—J. G. Bowes, Chairman.

The Mayor.

Alderman Beard.

Councilman Thompson, and

J. M. Smith.

A deputation from the Board of Directors of the Toronto, Simcoe, and Lake Huron Railroad Company, consisting of Messrs. Boulton, Barrow, Capreol, and Morrison, waited on the Committee with the following proposition, viz., to know if the Corporation would grant the sum of £25,000, to assist in completing the Toronto and Lake Huron Railroad, parties now being found willing to contract for the completion of the same in two years and a-half from the present time, provided the Corporation grant the above sum.

The Committee are of opinion that should £25,000 be granted by the Corporation it should be in either of the following proportions:—

1st. That £25,000 be granted to assist in completing the said road, advanced as follows, £12,500 when £75,000 are expended, and the remaining £12,500 when £150,000 are expended.

2nd. In the proportion as the work progresses as one is to ten, viz., £100,000 to be expended on the road before any advance is made by the Corporation; then Debentures to be issued to the contractors for £10,000, and that all future advances be made in the same proportion to the amount of £25,000.

21st June, 1852.

PRESENT—Alderman Thompson, Chairman.

J. G. Beard.

Dempsey.

Armstrong.

The communication of the Secretary of the Ontario, Simcoe, and Huron Railroad was considered. The Committee agreed to report a By-law for the issue of £25,000 grant, and £35,000 loan in favour of the said Company, at the same time recommending the Council to issue the sum of £10,000 now asked for so soon as the certificate of a competent Surveyor unconnected with the Company shall be furnished to the Council, to the effect that the sum of £100,000 has been *bona fide* expended on the said road.

28th June, 1852.

PRESENT—Alderman Thompson, Chairman.

Joshua G. Beard.

Dempsey.

Sheard.

The opinions of Messrs. Hagarty and Mowat in relation to the legality of the By-law for the issue of £60,000 Debentures in aid of the Ontario, Simcoe, and Huron Railroad were considered. The substance of the said opinions being adverse to the legality of the said By-law, unless advertised for three months, and also drawn up in accordance with the provisions of the Municipal Corporation Act of 1849, 1850, and 1851, including the imposition of a special rate for the redemption of the principal and interest within twenty years, the Committee authorised the Chairman to communicate with the Directors of the Ontario, Simcoe, and Huron Union Railroad Company, with a view of ascertaining their wishes on the subject.

2nd July, 1852.

PRESENT—Alderman Thompson.

Mayor Bowes.

Alderman Joshua G. Beard.

Hutchinson.

A letter of the Secretary of the Ontario, Simcoe and Huron Railroad, applying for an issue of £14,000 Debentures in accordance with the By-law in favour of said Company, and submitting a draft of a bond to be given in security for £14,000, portion thereof by way of loan was considered, and the Committee resolved to instruct the City Solicitors to draw up an instrument for securing the said £14,000 as a lien on the road, next after the Government guarantee, and that the Chamberlain do reply to Mr. Sladden's letter, informing him that such an instrument will be required, and that the Committee will require, in addition, the ordinary bonds of the Company for the same amounts as those issued by the Corporation, and not in any way restricted with regard to the right of the Council to transfer the same.

The Committee further agreed to recommend, that in consideration of the verbal assurance of Mr. Keefer, the Government Inspector of Railroads, given to the Chairman of this Committee, that the sum of £100,000 is now actually expended on the Railroad, that such verbal assurance, in addition to the certificates received from the contractors, be deemed sufficient; but that the Board of Directors be notified that before any further issue of Debentures be made in their favour, a certificate will be required, in accordance with the Minutes of 21st June.

30th July, 1852.

PRESENT—Alderman Thompson.

The Mayor.

Alderman Dempsey.

Sheard.

The Resolution of the Council, of 29th July, was considered. The Committee had an interview with C. Berczy, Esq., President of the Northern Railway Company, and Major Lawmond, one of the contractors.

It was then ordered, that so soon as His Worship the Mayor shall have received from the Board of Directors of the Northern Railway their sanction in writing to the conditions of the resolution of the City Council, of the 29th July, inst., he be authorised to issue the balance of the grant to the said railroad, viz., £10,000, (£15,000 having been already issued to the contractors,) upon receiving from them paid-up Stock to the amount of £25,000 in security for the completion of the arrangement contemplated in the resolution of Council above mentioned.

*Monday, 6th September, 1852.*

PRESENT—The Chairman.  
Alderman Armstrong.  
Dempsey.  
Hutchinson.

The Council having authorised the Committee to issue Debentures to the Northern Railroad Company, in the same proportion as the last advance was made, be it ordered that the sum of £13,000 be issued in Debentures, on the contractors depositing a like sum in Stock of the road, in further security for the completion of the arrangement sanctioned by the Council.

*29th September, 1852.*

PRESENT—Alderman Thompson.  
The Mayor.  
Alderman Dempsey.  
Hutchinson.

A certificate of the Chief Engineer of the Northern Railroad, that, up to 1st September inst., work has been done on that railroad to the extent of £208,247, having been considered, the Committee decided on authorising the issue of £50,000 Debentures, on the security of the Company's bonds, for the completion of the arrangement as heretofore provided.

*11th October, 1852.*

PRESENT—The Chairman.  
The Mayor.  
Alderman Beard.  
Sheard.

A letter of T. G. Ridout, Esquire, Cashier of the Bank of Upper Canada, offering on behalf of certain parties to take City Debentures for £100,000 at par, on certain conditions, was considered. Also a letter from Crawford & Hagarty, offering to take Debentures to the amount of £25,000, and payment of legal expenses.

The Mayor communicated the passing of the Act authorising the City to issue £100,000 Debentures to consolidate the City debt.

The Committee directed the Chamberlain to inform Mr. Ridout of their intention of urging the matter upon the favorable consideration of the Council, and to obtain from him the particulars necessary to be introduced into the By-law.

The Chamberlain was also directed to reply to Messrs. Crawford and Hagarty, informing them that the Finance Committee had received a more favourable offer than that made by them.

19th October, 1852.

PRESENT—The Chairman.

The Mayor.

Alderman Beard.

Sheard.

Armstrong.

A letter from T. G. Ridout, Esq., Cashier of the Bank of Upper Canada, stating the particulars necessary to complete the By-law for loan of £100,000 was read, and the Chamberlain instructed to include its provisions in the By-law, and to inform Mr. Ridout to that effect.

Extracts from pamphlet referred to in the Defendant's Affidavits as to Books and Papers, and in the Depositions.

Monday, 7th February, 1852.

The Petition of David Paterson, Esq., and others, praying for an investigation into the issue and sale of certain City Debentures, was presented by Alderman Bell, and read as follows:—

To the Worshipful the Mayor, Aldermen, and Commonalty of the City of Toronto,

The memorial of the undersigned inhabitants and rate-payers of the City of Toronto,

RESPECTFULLY SHEWETH,

That it appears from a discussion that took place at the last meeting of your worshipful body, as reported in the public press, that £50,000 of City Debentures, issued for the construction of the Northern Railroad, were disposed of for £40,000, and the last named sum alone received by the contractors. That a profit of £10,000 has been realised on the transaction; and that the matter appears to have been effected through or at the Bank of Upper Canada, and that very shortly afterwards £50,000 City Debentures, actually worth par, were substituted therefor. That great difficulty seems to exist in ascertaining who reaped the benefit of the ten thousand pounds discount, or to whom the first £50,000 of Debentures were disposed of, or by whom the £40,000 paid to the contractors were provided.

That charges of the gravest nature, materially affecting the character, credit, and respectability of the Municipality of this City, are publicly made respecting the transaction in question.

That if the sum of £40,000, so paid for the first issue of Debentures, was in any way directly or indirectly advanced by the Bank or others, or procured on the faith or credit of the City, or of any engagement by the City, to replace the same by any fresh Debentures to the amount of £50,000, your memorialists conceive that any profit realised by the transaction should be carried to the credit of the City. That your memorialists desire to make no charges against individuals, and are solely actuated in their proceeding by a desire to have the true facts of this case thoroughly investigated, and the interests of the City duly protected.

Your memorialists, therefore, most respectfully request that your worshipful body will cause the matter in question to be fully investigated, believing that such a proceeding is preemptorily called for, and that, if necessary, an application be

made by the Corporation to the Court of Chancery to enforce discovery, or that such of the rate-payers as may desire so to do may, at their private cost, be allowed to use the name of the Municipality in taking such proceedings as counsel may devise.

And your memorialists, &c.

D. PATERSON, and 485 others.

Toronto, 27th January, 1852.

*Thursday, 17th February, 1853.*

His Worship the Mayor having, at a meeting of the Committee appointed for investigating the issuing of the City Debentures, by direction of the Committee, been asked to attend the Committee for the purpose of furnishing the Committee with any information he could give on the subject under investigation,—

The following reply was read:—

The Mayor presents his compliments to the Chairman of the Select Committee appointed to enquire into the issue to, and sale of Debentures by, the contractors of the Ontario, Simcoe and Huron Railroad; begs to state that he has no information to give the Committee on the subject, but what will be found in the books of the Chamberlain, or got from the Chairman of the Standing Committee on Finance and Assessment, or the contractors of the Ontario, Simcoe and Huron Railroad, or the Cashier of the Bank of Upper Canada.

Mayor's Office, 17th February, 1853.

*Friday, 18th February, 1853.*

The Committee met.

Alderman Denison, seconded by Alderman Gowan, moved that the following three questions be submitted to His Worship the Mayor, through the Clerk, respectfully requesting that he will answer the same, either verbally or in writing, to the Committee:—

Q. 1. Have you in any manner taken part, for yourself, or as agent for any other person, in the negotiation or sale of the £50,000 City Debentures, by the contractors of the Ontario, Simcoe and Huron Railroad, which it is said were sold at a discount of 20 per cent. or thereabouts? If so, state how, and in what manner.

Q. 2. Have you, directly or indirectly, received, or are you in expectation of receiving, directly or indirectly, any portion of the profits on the said transaction mentioned in the last question, or any sum of money for aiding and assisting in the promotion of the said negotiation or sale of the said Debentures? If so, state the amount.

[This third question not to be put, if the two preceding are answered in the negative.]

Q. 3. Did you assist in the promotion of the said negotiation, in your position or capacity as Mayor of Toronto? Or did you exercise the influence of your civic position to aid you in promoting such negotiation? Or did you act entirely in your private capacity, as Mr. Bowes, a merchant of Toronto?

*Monday, 21st February, 1853.*

The Committee met.

**PRESENT**—Aldermen Gooderham, Chairman,  
Bell,  
Denison,  
Gowan,  
Councillors Ashfield,  
Green,  
Macdonald.

Alderman Denison submitted the draft of a Report to be adopted by the Committee, which was adopted.

Adjourned.

The Committee having been notified that a letter, in reply to the questions put by the Committee, had been received from His Worship the Mayor,—

The Committee re-assembled at half-past six o'clock, P. M.

**PRESENT**—Aldermen Gooderham, Chairman,  
Gowan,  
Councillors Green,  
Macdonald.

The following letter was read, from His Worship the Mayor :

To William Goderham, Esquire,

Sir,—I had the honor, in reply to your communication of the 17th instant, to refer you to the City Chamberlain, the Chairman of the Standing Committee on Finance and Assessment, the contractors of the Ontario, Simcoe and Huron Union Railroad, and the Cashier of the Bank of Upper Canada, for information on the subject of the Debentures issued to the contractors of the Ontario, Simcoe and Huron Union Railroad, as capable of giving much more satisfactory information than any I might give.

But as the Committee seem anxious that I should answer their questions, I cheerfully do so.

I introduced the contractors to the Bank of Upper Canada, and rendered them any assistance in my power in the negotiation of the £50,000 Debentures, but received no remuneration present or prospective therefor.

Yours obediently,

(Signed,)

J. G. BOWES,

Mayor

Councillor Macdonald, seconded by Councillor Green, moves,—That in consequence of the communication just read having been received from His Worship the Mayor, the following Report be substituted for the one previously adopted, which was carried :

(See Report, post, firstly printed.)

The proceedings of the Committee closed here.

Monday, 21st February, 1853.

The Select Committee to whom was referred the Petition of David Paterson, Esq., and others, brought up a Report, which was received and read, and is as follows :

To the Worshipful the Mayor, Aldermen, and Commonalty of the City of Toronto,

The select Committee to whom was referred the Petition of David Paterson and others, beg leave to submit the following report, with the accompanying evidence, viz:—

Your Committee find that the contractors of the Northern Railway received £50,000 of Debentures from the City for Stock in the road, which they sold at 20 per cent. discount, which appears to your Committee to be the full value of the same, as evinced by the evidence of various parties before your Committee.

It is further apparant that the City interests have not in the slightest degree suffered by the transaction, and that the contractors of the Northern Railroad are perfectly satisfied ; and that the Mayor or officers of the Corporation had nothing to do with the negotiation of the Railway Debentures. And further, your Committee recommend that the whole, or so much of the evidence given before the Committee as may be considered necessary for the information of the citizens, be published.

All which is respectfully submitted.

WM. GOODERHAM,

Chairman.

Committee Room, 21st February, 1853.

The Report first adopted, as above mentioned, and for which that above given was subsequently substituted, was as follows :

To the Mayor, Aldermen and Commonalty of the City of Toronto in Common Council assembled,

The Committee to whom was referred the Petition of David Paterson and others, on the subject of the issue and sale of City Debentures,

BEG LEAVE TO REPORT :

That your Committee having taken all the evidence in their power to obtain on the subject referred to them, beg leave to submit the same to your worshipful body with no other opinion of your Committee than that they cannot come to any very satisfactory conclusion on the subject, in consequence of your Committee not having power to send for persons and papers, and to examine the witnesses upon oath.

Your Committee, however, feel it to be their duty to state that they are of opinion that the interests of this City have not suffered from the transaction in question, so far as your Committee has been able to discover.

The extracts from the pamphlet close here.

Cotton's release, being Exhibit Q, referred to in the evidence of John Hutchinson.

By an instrument under the hand and seal of James Cotton, dated the 19th December, 1853, he thereby declared that he made no claim to the money in question in this cause as against the City or the Plaintiffs, as representing the



City in this cause. If the City is decided to be entitled as against Bowes to the money received by the latter or his firm, then he made no claim to it; and in that case, he released and surrendered all claim thereto, or to the matters in question in this cause, reserving to himself the right of suing Bowes, or Bowes & Hall, in case it is decided that the City has no right to the said money.

Affidavit of Robert Pilkington Crooks, of the City of Toronto, Esquire.

I, *Robert Pilkington Crooks*, of the City of Toronto, Esquire, make oath and say, that I know and am acquainted with the handwriting of the said Defendant, having frequently seen him write and sign his name; and I say that the letter, under date of the ninth day of April, one thousand eight hundred and fifty-two, from the said Defendant to Thomas Wilson, in the said letter named, is in the handwriting of the said Defendant, and the signature "J. G. Bowes" to the said letter is the proper handwriting of the said Defendant. This letter is now produced, and shown to me at the time of my swearing to this Affidavit, and is marked with the letter A. I further say, that the letter under date of the tenth day of June in the year aforesaid, also from the said Defendant to the said Thomas Wilson, is also in the handwriting of the said Defendant, and the signature "J. G. Bowes" to the said last mentioned letter is of the proper handwriting of the said Defendant. The said last mentioned letter is now produced, and shown to me at the time of swearing this Affidavit, and is marked with the letter B. And I further say, that the letter under date of the twelfth day of June, in the year aforesaid, also from the said Defendant to the said Thomas Wilson, is also in the handwriting of the said Defendant, and the signature "J. G. Bowes" thereto is the proper handwriting of the said Defendant. The said last-mentioned letter is now shown to me, and is marked with the letter C.

(Signed,) ROBERT P. CROOKS.

Exhibit A, referred to in Mr. Crooks' Affidavit.

TORONTO, 9th April, 1852.

MY DEAR SIR,—I am in receipt of your favour of the 18th ultimo, and delighted to find that your attention, in connection with the interests of Canada, has been directed to the establishment of an agency in Great Britain. Such an agency, if managed by a competent person—one thoroughly acquainted with the resources of Canada, and at the same time favourably known to the capitalists of England,—in fact, one possessing the confidence of both parties,—would be of incalculable advantage to this country. For want of such an agency, our Debentures have been sold at a ruinous discount. In the present state of the money market in England, it is discreditably to our financiers to allow our Municipal Debentures to be sold below par, considering the undoubted security they afford to the capitalist.

Some time since, with a view to the final establishment of an agency of this nature in London, I suggested, through the Patriot newspaper, the advantage that must accrue to this country from the labours of a popular lecturer in England,—one well acquainted with the advantages Canada holds out to the well-directed efforts of the industrious mechanic and labourer, as well as the ample field it opens up for the safe and profitable investment of capital. The suggestion met with general approbation from the local papers; and some able letters were written by other persons on the subject. Yet, as it is a matter in which so many

are equally interested, it is likely to be some time before the suggestion is practically acted on. "What is the business of every one is truly said to be the business of no one."

I had some idea of going to Europe in May next, as Mr. Hall has told you, but I find it will be out of my power to leave home at that time.

A large amount of Municipal Debentures will have to be disposed of in England during the ensuing summer, to provide the "needful" for the construction of the "Ontario, Simcoe and Huron" and the "Toronto and Guelph" Railways. Should such an agency as that referred to above not be established, an agent will have to be sent from Canada to negotiate those securities, or some Company in London, wholly unacquainted with the nature of our Debentures, will have to be employed. Should an agent be sent to England on behalf of the Toronto and Guelph Company, of which I am President, he will be directed to take advantage of your valuable assistance in the sale of the securities of the Company. You may find an agency of this nature well worth your own attention. Should you think so, you will have my cordial assistance in every possible way. I should like to know from you whether the advantages which I contemplate would arise to this country from the efforts of an able and judicious lecturer in Europe are likely to be realized. I forward you some colonial papers. In one of them you will find the subject of an agent for Canada in London referred to. My opinion is that Toronto, Kingston, Montreal, and Hamilton ought to pay the expenses of an agent themselves, and I am satisfied they would be indirectly benefitted to ten times the sum necessary for that purpose.

The parcel you sent to Mrs. Wilson has just arrived, and has been forwarded to her address at Cobourg. Hoping to be favoured with a letter from you as often as convenient,

I am, my dear Sir,

Yours truly,

(Signed,)

J. G. BOWES.

To Thomas Wilson, Esq.

Exhibit B, referred to in same Affidavit.

TORONTO, 10th June, 1852.

MY DEAR SIR,—I am favored with your letters of the 7th and 14th of May, and fully concur with you in opinion that it would be a decided advantage were you to pay a visit to this country, after having ascertained the information capitalists in England require regarding the municipal securities of Canada. I should have submitted a proposition on this subject to the Directors of the Toronto and Guelph Railroad, had not the Canada Company, through their Commissioner, Mr. Widder, who is himself a Director of the railroad, volunteered to negotiate the Debentures of the Company free of charge. I may mention here that the Corporation of Toronto has agreed to aid the Ontario, Simcoe and Huron Railway to the extent of twenty-five thousand pounds currency; the Debentures of the City will be issued to this amount as the work progresses, the issue not to commence until one hundred thousand pounds have first been expended on the road. I propose to make those Debentures payable in London, and have them negotiated by an agent appointed by the Corporation, and hand their value in cash to the Railway Company, and thus prevent the credit of the City being injured by entrusting the sale of its bonds to unskilful hands, or their being forced into the market by needy railway contractors.

The security for the punctual payment of the interest and principal of municipal bonds, provided for by the Provincial Act under which they are issued, is so ample that no doubt can possibly be entertained regarding their validity; their perfect security being one established, surely a favorable sale could be effected in the present state of the money market in London.

I applied some time since, through the Bank of Upper Canada, to negotiate a loan for the City of Toronto to the amount of £50,000 sterling, to redeem Debentures and small City notes now out, issued under an old Provincial Act which did not provide a sinking fund for their redemption; the Bank offered to guarantee the principal and interest, but nothing has yet been done in the matter, beyond a favorable letter from Messrs. Glyn, Halifax & Co., agents of the Bank of Upper Canada in England.

I will forward as soon as published a statement of the City debt and revenue, and should my views be approved of by the City Council regarding the loan and the manner of negotiating City Debentures for railway purposes, you will hear from me on the subject.

Your views of the Quebec and Halifax Railroad are those entertained by nine-tenths of the thinking portion of the inhabitants of Upper Canada; indeed there can scarcely be a difference of opinion on the subject. Of course I do not now speak of the project as a military work, though even in this light I look on it as a wild and unnecessary speculation; but as a commercial undertaking I consider it would be quite useless, entailing on a young country an unwarrantable debt, without the most remote probability of a return for the outlay. The country from Quebec to Halifax is, for the most part, a wilderness, and the land so bad that it could not at any reasonable expense be rendered productive.

That proportion of the proposed line between Quebec and Detroit is differently situated: here the road would pass through one of the most fertile tracts of country in Canada; the Western Townships are rapidly increasing in agricultural wealth and in population, and in addition to the trade of this rising country, this railroad will, when constructed, form the main artery through which the products of the Western States must find their way to the eastern market.

The return of the crop of 1851 for the Western Townships shows an increase over that of 1850 of nearly 25 per cent., and there is no reason to suppose but this increase will continue for many years to come. The action taken by the different municipalities between Kingston and Toronto, in procuring a survey of this portion of the Toronto line, clearly shows the favourable opinion entertained of this road by the parties most interested. Should this portion of the enterprise fail in remunerating the stockholders, contrary to the expectations of those best able to form an opinion on the subject, one thing is certain: it cannot fail to be of incalculable advantage to the country.

Should the people or government of Great Britain refuse to grant the aid required for the construction of this railroad on the ample security we are prepared to offer, they may find when too late that the connection between this country and the United States is becoming too close commercially. The Yankees know the importance of the trade of Canada, and they are making every effort to secure it; the people of Canada see this, and they see also that British capital is freely advanced to the people of the United States, to construct those works designed to alienate the trade of this country from Great Britain: seeing this, the men who volunteered to suppress the rebellion in 1837, cry out for annexation in 1849, as a means of securing from Great Britain that consideration which they were led to believe could not be obtained so long as Canada remained a British Colony.—But why do I write thus to you, there is no one better aware of this fact than yourself. This impression, I am happy to say, is now wearing off, and it will

remain with the government of the Earl of Derby to secure a continuance of that loyalty and attachment of the Colonies to Great Britain for which they have been long conspicuous, by giving encouragement without reference to party to every Canadian enterprise calculated to promote this desirable result.

It should be constantly pressed on the attention of the Members of the "British Government," that the growing advantage of Canada to Great Britain can hardly be overrated, both as an outlet for her surplus population, and as a customer for her manufactures, as well as the source from which she could get her supply of corn, in the event of a difference with other nations:

It should also be borne in mind that every facility is being given by the "United States" to increase the commercial connection between that country and Canada, and that the relations of debtor and creditor are the strongest ties that bind countries together. I should apologise for the unusual length of this epistle, but as I very seldom have to apologise for such an error, I trust you will excuse it, and believe me,

My dear Sir,

Yours truly,

(Signed,)

J. G. BOWES.

Exhibit C, referred to in same Affidavit.

TORONTO, 12th June, 1852.

MY DEAR SIR,—I am this moment in receipt of your note of the 28th of May. As Mr. Hall leaves Toronto for Europe in a few hours, I hasten to acknowledge it by him, though I wrote you a long letter on the 10th instant.

I had an undefined account of arrangements being about to be made with railway contractors in England, named "Brassey and Betts," who are, I understand, connected with Peto, for the construction of the Québec and Halifax Railway. This wild scheme having been abandoned, I was of opinion that any understanding with the railroad contractors would fall through. The people of Canada will look with suspicion on any arrangements for the construction of a railroad in Canada, unless it is let out, in the usual way, to the lowest bidder. The Northern Railroad is a job, and from what I hear of the "Great Western" it is no better: they are both in the hands of "Yankees." My opinion is the present Ministry would not dare to make an arrangement that would injure the credit of Canada, if they were so inclined.

I purpose going to Montreal in a few days, and very likely will go as far as Québec before I return. If I hear anything of the railroad job on my way, I will make some enquiry at head quarters, and inform you when I next write. Hoping to hear from you as often as you can spare a moment,

I am, my dear Sir,

Yours, &c.,

(Signed,)

J. G. BOWES.

Further extracts from pamphlet referred to ante.—(202 to 206.)

Report of Finance Committee of 18th August, 1851.

On the 8th of August, 1851, the Manager of the Ontario, Simcoe and Huron Union Railroad Company, aided by certain resolutions adopted at a meeting over which John Arnold, Esquire, presided, applied for a loan of £35,000, upon certain conditions set forth in the said resolutions; which applications and resolutions were referred to a Select Committee. The Select Committee, on the 18th of August,

1851, reported: "That upon the most attentive consideration given by your Committee to the propositions signed by Mr. Arnold as Chairman, and after frequent interviews with the Manager, as well as with one of the contractors of the Company, your Committee would recommend that in lieu of the propositions, or either of them, the Council loan to the said Company their Debentures to an amount not exceeding £35,000, payable in twenty years, with interest on the same, payable half-yearly, issuable on the same ratio as the bonus of £25,000, taking as security for such Debentures the bonds of the said Company to the same amount, payable in ten years, with interest half-yearly, secured on the road to the satisfaction of this Corporation upon the recommendation of the City Solicitor.

"And further, that it be a condition to this loan, that the road from this City to Lake Simcoe, or the Holland River, be completed in two years from the 1st of January next.

"And further, that as long as the loan of £35,000 continues, the Mayor of this City, for the time being (if he be not a Director in any other Company) be a Director in the above mentioned Company; if he be a Director in any other Company; then any Alderman of the City for the time being to be nominated by this Council to be a Director in said Company."

This Report was adopted by the Council on the said 18th of August, 1851.

#### Resolution of Common Council, of 29th July, 1852.

On the 29th of July, 1852, the Mayor communicated to the Council the expediency of confirming an offer which he had made to the contractors of the Ontario, Simcoe and Huron Union Railroad, in consequence of some difficulty which had presented itself in the matter of the Directors giving the City security upon the road for the amount proposed to be advanced to the Directors by way of loan, and which offer the Mayor stated to have been in substance as follows:

"That the contractors should agree to relinquish the grant of £25,000 made by the Council in aid of the railroad, which said grant has been transferred by the Directors to the contractors, and that the Directors should relieve the Council from the agreement to loan the Company the sum of £35,000, upon certain security, upon condition that the Council should take Stock in the said road to the extent of £50,000, paying therefor in Debentures, at the same times, and in the same proportions as the work progresses, as it was agreed the said grant and loan should be advanced; to which said contractors had assented."

Upon this communication, the Council adopted the following resolution:

Whereas His Worship the Mayor has informed the Council that the contractors of the Ontario, Simcoe and Huron Union Railroad Company have accepted a proposition made by him, subject to the approbation of this Council, in view of the difficulties, which have existed in the execution of a mortgage bond by way of security for the loan of £35,000 formerly voted by this Council, to the effect that the contractors shall surrender the grant of £25,000 made by the Council, and transferred to such contractors in part payment of their contract, and also that the Directors shall waive the aforesaid loan of £35,000 altogether, on condition that in lieu thereof the Council will take Stock to the amount of £50,000, to be paid by the issue of City Debentures in the same proportions as the Debentures for the above loan and grant were authorized to be issued.

Be it therefore resolved, that the Standing Committee on Finance and Assessment be authorized to complete such arrangement, provided that no legal difficul-

ty shall occur in carrying out this resolution, and provided also, that no alteration shall take place in the conditions upon which a portion of the market block was granted to the said Company, particularly with regard to carrying the railroad to the eastern limits of the City Water Lots.

This resolution was communicated to the Board of Directors of the Ontario, Simcoe and Huron Union Railroad Company, and to which the following reply was received :

OFFICE OF THE ONTARIO, SIMCOE AND HURON  
UNION RAILROAD COMPANY,  
TORONTO, 30th July, 1852.

To the Worshipful the Mayor of Toronto,

SIR,—The Board of Directors have under consideration a resolution of the Council, passed on the 29th instant, relating to a proposed new arrangement for the issue of Debentures to the contractors, a minute of the Finance Committee thereon, and a letter from M. C. Story & Co., stating their willingness to accept the propositions embodied in the resolution of the City Council first mentioned, I now beg to send you a copy of a minute made by the Directors of this Company in relation to the documents referred to :

*Resolved*,—That the Board of Directors agree to the proposed arrangement between the City Council and M. C. Story & Co., submitted in the resolution of the City Council of the 29th instant, without prejudice to the existing agreements between the Council and the Board, and the contractors, in the event of the one proposed not being accomplished. And further, without prejudice to the other parts of the said existing agreements, which are not to be affected in any way by the substitution proposed for certain parts of those agreements.

I have, &c., &c.,

(Signed,)

WILLIAM SLADDEN,  
Secretary.

TORONTO, 28th June, 1852.

Mr. Alderman Thompson, Chairman Finance Committee,

SIR,—On the part of the Directors of the Ontario, Simcoe and Huron Union Railroad Company, and the contractors of the said Company, I beg to intimate to you that we are prepared to take the Debentures of the Corporation under a By-law, without the form of advertising for three months, and to assume the entire responsibility of so receiving them.

The contractors, acting under legal advice, agree to this course as the best that can be adopted under the peculiar circumstances in which they are placed.

Should the above mode not be adopted, I submit as the next best course, that a resolution should be passed by the Council similar to the draft enclosed.

(Signed,)

CHARLES BERCZY,  
President.

TORONTO, 17th February, 1853.

To the Select Committee of the Council of Toronto, appointed to enquire into certain matters connected with the sale of City Debentures,

GENTLEMEN,—Your note of yesterday's date, requesting me to furnish such information as I may possess on the subject under investigation, is received.

In connection with this subject, and in order to a proper understanding of it by parties not conversant with the whole matter, allow me to state briefly the transaction throughout, so far as the City has been concerned.

The Committee are doubtless aware that the City of Toronto, by a resolution of their Council, agreed upon certain conditions to issue to us sixty thousand pounds of their Debentures, on account of the Ontario, Simcoe and Huron Union Railroad Company, £35,000 of which were to be in exchange for an equal amount of Company's bonds, and the balance (£25,000) as a bonus, being an inducement offered to take the work. Subsequently, by a mutual arrangement between the City, the Railroad Company, and ourselves, the City was released from the above obligation, together with the bonus. The City, through their Council, then purchased of us £50,000 of Stock, for which we took £50,000 of their Debentures.

These Debentures, after being issued to us and paid for, were considered entirely at our disposal, we being the only parties having the least interest in them; we therefore disposed of them at what we regarded as a fair price; and no subsequent event has yet satisfied us that the arrangement was injudicious.

It is taken for granted that the Committee do not desire to enquire into our private business transactions, and trust therefore that the above statement will prove satisfactory, as shewing that no undue official interference had any influence with us in the disposition of the Debentures alluded to; and to relieve the City from any anxiety on our account, I beg leave to state that we are entirely satisfied with the operation.

(Signed,) M. COURTWRIGHT,  
Acting member of the firm of M. C. Story & Co.

—  
BUFFALO, 21st February, 1853.

To the Select Committee appointed by the Council of Toronto to enquire into the sale of certain City Debentures,

GENTLEMEN,—Your note of the 19th instant, requesting my answer to certain interrogatories therein contained, is received.

In reply to the first question I can only say that neither myself or any of our firm ever made arrangements, to my knowledge, for the sale of the Debentures alluded to, or any portion of them, at par in the City of New York, and that the disposition that was made of them, answered our purpose better, so far as my knowledge goes, than any we could then, or any time previously, have made.

In answer to the second and third enquiry, I say—No.

M. COURTWRIGHT,  
Of the firm of M. C. Story & Co.

—  
Note delivered to Mr. McCord on or about the date thereof.

“The City Debentures (except the last £2500, or ten bonds,) to be deposited in Bank of Upper Canada.

M. C. STORY & Co.,  
Per GEO. BEATTY.

27th September, 1852.

Mr. Ridout's letter to Mr. Bowes, being Exhibit T.

BANK OF UPPER CANADA,  
TORONTO, 28th September, 1852.

John G. Bowes, Esquire, Mayor,

SIR,—I beg to inform you that I am authorized by a friend, on behalf of certain parties in England, to make the following offer to the Corporation of Toronto, in the event of the Bill for the £80,000 sterling loan passing, viz :

It is proposed that Debentures for the whole amount shall be issued, payable, principal and interest, at a certain Banker's in London, the latter, semi-annually.

Interest to commence from date either 1st of November or 1st of December, as may be found convenient with reference to passing of the Act.

The bonds to be taken at par and paid for, without any deduction, at the par of exchange of £1 4s. 4d. currency to the £1 sterling. This would give £97,333 6s. 8d. currency, of which £47,333 6s. 8d. would be payable in cash, and £50,000 in City bonds.

The £80,000 sterling bonds to be delivered to this Bank, for transmission to London.

If the Corporation choose to authorize £2000 more, or £82,000 sterling, to be issued, that amount would be taken on the same terms.

The Bankers in London will charge the Corporation one per cent. for paying the dividends, that being their usual commission.

I respectfully beg leave to solicit an early answer to the foregoing.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,) THOS. G. RIDOUT,  
Cashier.

Exhibit U., being another letter from same to same.

BANK OF UPPER CANADA,  
TORONTO, 14th October, 1852.

SIR,—I have the honor to acknowledge the receipt of your letter of the 11th instant, in which you require, for the information of the Standing Committee on Finance and Assessment, a specification from me of certain matters relative to the new loan alluded to in my letter of the 28th ultimo; and to which I beg to reply as follows, viz :

The enclosed paper is the form of the Debentures proposed to be issued, bearing, as you will observe, coupons for the half-yearly interest.

The Debentures are required to be made payable at twenty years from date, at Messrs. Masterman, Peters & Co., Bankers, London, and to be dated 1st of October, 1852.

The interest, at the rate of six per cent. per annum, to be payable half-yearly at the same place, namely, 1st April and 1st October.

The amount of Debentures proposed to be purchased in England is £82,000 sterling, to be divided as follows, viz :

|     |       |    |      |          |      |       |         |
|-----|-------|----|------|----------|------|-------|---------|
| 82  | bonds | of | £500 | sterling | each | ..... | £41,000 |
| 164 | "     |    | 200  | "        | "    | ..... | 32,800  |
| 82  | "     |    | 100  | "        | "    | ..... | 8,200   |

In all.....£82,000 sterling.



The above £82,000 sterling will produce, at the par of 109½, the sum of £99,766 13s. 4d. currency, or if £80,000 sterling in same proportion.

I have the honor to be,

Sir,

Your obedient servant,

THOS. G. RIDOUT,

Cashier.

Further extracts from the pamphlet, being extracts from statements made by Samuel Thompson before Committee of Council, read when on his cross-examination.

The Finance Committee, conceiving that the City Finances were in every way benefitted by these arrangements, gladly assented. The offer made through the Cashier of the Bank of Upper Canada was considered and approved in Council on the same evening, and the arrangements closed.

*Question*—Has the management of the City Finances, during the incumbency of the present Mayor, tended to enhance or depreciate the City credit?

*Answer*—That the financial position of the City has immensely improved during the present Mayor's tenure of office is undeniable; how far His Worship has contributed to its improvement is of course a matter of opinion. For the last three years the Finance Committee has been unanimous in their determination to redeem the City credit from the disgraceful condition in which they found it;—Debentures overdue, interest unprovided for, credit obtained at 25 or 30 per cent. sacrifice, were matters of weekly occurrence; the Banks would scarcely afford the Council the ordinary accommodation granted to merchants. All this is changed. Doubtless the improved state of our Provincial credit, and the prudent restraints imposed upon municipalities, have done much towards this change; but, in my opinion, the City of Toronto owes much of its financial superiority over other municipalities in Canada to His Worship the present Mayor.

For obtaining a recognition of the principle of a reduction of the sinking fund on municipal loans from 5 to 2 per cent.—an inestimable advantage—the whole Province is his debtor. The City of Toronto is solely indebted to him for perseveringly drawing the attention of London capitalists to the intrinsic value of our municipal securities. To his personal interference, as I believe, the City was also indebted for large money accommodation from the Bank of Upper Canada on many important occasions. I might mention numerous instances where, to my own knowledge, the Mayor has laboured for the establishment of our civic credit; and if three years' efficient and zealous exertions for the financial prosperity of the City can be appreciated, then, in my opinion at least, no man is better entitled to claim honor in that behalf than the present Mayor of the City.

#### EXHIBIT A 1.

Being extracts referred to in Depositions of Charles Daly.

Extract from the Report No. 21, of the Standing Committee on Finance and Assessment, dated 25th November, 1850 (referred to in the following Resolution):

2nd. In the proportion, as the work progresses, as one is to ten, viz: one hundred thousand pounds to be expended on the road before any advance is made by the Corporation, then Debentures to be issued to the contractors for ten

thousand pounds, and that all future advances be made in the same proportion, to an amount not exceeding in the whole the sum of twenty-five thousand pounds.

All of which is respectfully submitted.

(Signed,)

JOHN G. BOWES,

Chairman.

Committee Room,

Toronto, 25th November, 1853.

Extract from Minutes of Council, 25th November, 1850.

*Monday, 25th November, 1850.*

The Council met. The Mayor took the Chair.

PRESENT—Aldermen Beard,  
Bowes,  
Campbell,  
Dempsey,  
Duggan,  
Armstrong,  
Councillors Ashfield,  
Bugg,  
Coulter,  
Davis,  
Dunn,  
James,  
Ritchie,  
Smith, and  
Thompson.

Mr. Thompson, seconded by Alderman Beard, moves—That it be resolved that the sum of £25,000 in Debentures payable twenty years after date, with interest at six per cent. per annum, payable half-yearly, be granted in aid of the Ontario, Simcoe, and Huron Railroad, on the conditions set forth in the 2nd clause of the Report No. 21, of the Standing Committee on Finances and Assessment; and in order to extend the benefits of the said railroad to all parts of the City, it be another condition of the above grant, that the terminus for passenger trains shall be erected on a portion of the Market Block property now vacant, such portion to be leased to the Company at a nominal rent, for ninety-nine years, and that the line of railroad shall be carried along Palace and Front-Streets to the full extent of the City Water Lots.

Upon which the yeas and nays were taken as follows :

| <i>Yeas :</i>      | <i>Nays :</i>     |
|--------------------|-------------------|
| Messrs. Armstrong, | Messrs. Ashfield, |
| Beard,             | Bugg,             |
| Bowes,             | Campbell,         |
| Coulter,           | Duggan,           |
| Davis,             | Dunn,             |
| Dempsey,           | James, and        |
| Smith,             | Ritchie,—7.       |
| Thompson,—8.       |                   |

Carried in the affirmative, by a majority of 1.

*Monday, 18th August, 1851.*

The Council met. The Mayor took the chair.

PRESENT—Aldermen J. G. Beard,

R. Beard,  
Cameron,  
Dempsey,  
Kneeshaw,  
Ridout,  
Robinson,  
Sheard,  
Thompson,  
Wakefield,  
Whittemore,

Councillors Ashfield,  
Beaty,  
Bugg,  
Carr,  
Hays,  
McLean,  
Platt,  
Price,  
Ritchie, and  
Smith.

The Council went into Committee on the following Report of the Select Committee, to whom the communication of the Managers of the Ontario, Simcoe, and Huron Railroad was referred:

The Special Committee, to whom was referred the several communications of the President and Manager of the Ontario, Simcoe, and Huron Union Railroad Company, enclosing two propositions, signed by John Arnold, Esquire, as Chairman of a meeting of a number of citizens, held in this City on the 7th instant, suggesting the manner in which this Council should assist the said Company in making good the deficiency of £35,000 in the subscription allotted to this City, and asking the concurrence of this Council in the same, in order that a work so immediately connected with the best interests of this City might at once advanceto completion,

**BEG LEAVE TO REPORT :**

That upon the most attentive consideration given by your Committee to the propositions signed by Mr. Arnold as Chairman, and after frequent interviews with the Manager as well as with one of the contractors of the Company, your Committee would recommend that in lieu of those propositions, or either of them, this Council loan to the said Company their Debentures to an amount not exceeding £35,000, payable in twenty years, with interest on the same, payable half-yearly, so soon as the railroad is completed and ready for operation as far as Lake Simcoe, or the navigable waters connected therewith, taking in security for such Debentures the bonds of the said Company to the same amount, payable in ten years, with interest half-yearly, secured on the road, to the satisfaction of the City Solicitor.

And further, that it be a condition to this loan, that the road from this City to Lake Simcoe or the Holland River be completed in two years from the 1st of January next.

And further, that as long as the loan of £35,000 continues, the Mayor of this City, for the time being (if he be not a Director in any other Company) be a Director in the above-mentioned Company. If a Director in any other Company, then any Alderman of the City for the time being to be nominated by this Council to be a Director in said Company.

All which is respectfully submitted.

(Signed,) JOHN BEVERLY ROBINSON, Jun.,  
Chairman.

Committee Room, 18th August, 1851.

Upon the question that the Report be adopted,

Alderman Wakefield, seconded by Alderman Whittemore, in amendment, moves,—That all from the words “so soon” to the words “navigable waters thereof,” inclusive, be erased, and the following substituted: “issuable in the same ratio as the bonus of £25,000.” And that between the words “satisfaction” and “of,” the following words be inserted: “of this Corporation, upon the recommendation,”—which was ordered.

Upon the question that the Report, as amended, be adopted, the yeas and nays were taken as follows:

*Yeas:*

Messrs. Ashfield,  
J. G. Beard,  
R. Beard,  
Carr,  
Dempsey,  
Hayes,  
Kneeshaw,  
Ridout,  
Ritchie,  
Robinson,  
Thompson,  
Wakefield, and  
Whittemore,—13.

*Nays:*

Messrs. Beatty,  
Bugg,  
McLean,  
Platt,  
Rice,  
Sheard, and  
Smith,—7.

Carried in the affirmative, by a majority of 6.

Friday, 11th June, 1852.

The Council met. The Mayor took the chair.

PRESENT—Aldermen Armstrong,  
J. G. Beard,  
Boulton,  
Brookes,  
Dempsey,  
Thompson,  
Councillors Ashfield,  
Beatty,  
Bugg,  
Carr,  
Dunn,  
McMullen,  
Platt,  
Romain,  
Smith,  
Tully, and  
Wright.

A communication of the Secretary of the Ontario, Simcoe and Huron Union Railroad Company, on instalments due on account of work done on the road, was read.

Alderman Thompson, seconded by Councillor Ashfield, moves,—That the Communication of the Secretary of the Ontario, Simcoe, and Huron Union Railroad Company be referred to the Standing Committee on Finance and Assessment, —which was ordered.

Monday, 21st June, 1852.

The Council met. The Clerk called the meeting to order.

PRESENT—Aldermen Armstrong,  
J. G. Beard,  
R. Beard,  
Brookes,  
Cameron,  
Dempsey,  
Hutchinson,  
Sheard,  
Thompson,  
Councillors Ashfield,  
Beatty,  
Bugg,  
Carr,  
Dunn,  
McMullen,  
Lee,  
Platt,  
Smith, and  
Wright.

Alderman R. Beard was called to the Chair.

The Standing Committee on Finance and Assessment reported the draft of a Bill to authorize the issue of Debentures in aid of the Ontario, Simcoe, and Huron Railroad.

The Bill was read a first time.

Upon the question that the Bill be read a second time to-morrow, Councillor Romain, seconded by Councillor Carr, in amendment, moves,—That the Bill be not read a second time to-morrow, but that it be referred to a Select Committee, to consist of Aldermen Cameron, Dempsey, and Thompson, to report whether it be legal for this Council to pass such a Bill.

Upon which the yeas and nays were taken as follows:

| <i>Yeas :</i>                                                              | <i>Nays :</i>                                                                                                                                                |
|----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Messrs. Beatty,<br>Brookes,<br>Bugg,<br>Carr,<br>Romain, and<br>Sheard,—7. | Messrs. Armstrong,<br>Ashfield,<br>J. G. Beard,<br>Dempsey,<br>Dunn,<br>Hutchinson,<br>Lee,<br>McMullen,<br>Platt,<br>Smith,<br>Thompson, and<br>Wright,—11. |

Decided in the negative, by a majority of 4.

Upon the question that the Bill be read a second time to-morrow, the yeas and nays were taken as follows:

| <i>Yeas :</i>                                                                                                                                                           | <i>Nays :</i>                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| Messrs. Armstrong,<br>Ashfield,<br>J. G. Beard,<br>Brookes,<br>Dempsey,<br>Dunn,<br>Huchinson,<br>Lee,<br>McMullen,<br>Platt,<br>Smith,<br>Thompson, and<br>Wright,—13. | Messrs. Beatty,<br>Bugg,<br>Cameron,<br>Carr,<br>Romain, and<br>Sheard,—6. |

Carried in the affirmative, by a majority of 7.

Alderman Dempsey, seconded by Alderman Beard, moves,—That it be resolved that the Standing Committee on Finance and Assessment be authorised to take the opinion of such counsel as they may think proper, in reference to the legality of passing, in its present shape, the Bill to authorise the issue of Debentures in aid of the Ontario, Simcoe, and Huron Railroad,—which was ordered.

*Copy Bill.*

Whereas, on the 25th day of November, 1850, the Common Council of the City of Toronto resolved that the sum of £25,000, in Debentures, payable in twenty years after date, with interest at six per cent., per annum, payable half-yearly, be granted in aid of the Ontario, Simcoe and Huron Railroad, in the proportion, as the work progresses, as one is to ten, namely—£100,000 to be expended on the road before any advance is made by the Corporation, then Debentures to be issued to the contractors for £10,000, and that all future advances be made in the same proportion, to an amount not exceeding in the whole the sum of £25,000, upon the condition that the terminus for passenger trains be erected on a portion of the Market Block property now vacant, and that the line of railroad shall be carried along Palace Street to the full extent of the City Water Lots. And whereas the said Common Council, on the 18th day of August, 1851, resolved to loan the Ontario Simcoe, and Huron Union Railroad Company, City Debentures to an amount not exceeding £35,000, payable in twenty years, with interest payable half-yearly, issuable in the same ratio as the bonus of £25,000, taking as security for such Debentures the bonds of the said Company to the same amount, payable in ten years, with interest half-yearly, secured on the road to the satisfaction of the Council, upon the recommendation of the City Solicitor, on condition that the road from this City to Lake Simcoe, or the Holland River, be completed in two years from the first of January next; and further, that as long as the said loan of £35,000 continues, the Mayor of the City for the time being (if he be not a Director in any other Company) be a Director in the above mentioned Company. If a Director in any other Company, then any Alderman of the City for the time being to be a Director in the said Company. And whereas by an Act of the Provincial Legislature, 13 & 14 Victoria, chapter 81, entitled, "An Act to enable the Municipal Corporation of the City of Toronto to assist in the construction of the Toronto, Simcoe and Lake Huron Union Railroad," it is enacted, that it shall and may be lawful for the Mayor, Aldermen, and Commonalty of the City of Toronto, in pursuance of any By-Law of the said Municipal Corporation, to issue Debentures to an amount not exceeding £100,000, nor in sums less than £5 each, for and towards assisting in the construction of the proposed railroad of the said Company, and to provide for or secure the payment thereof in such manner and way as to the said Municipal Corporation shall seem proper and desirable.

Be it therefore enacted by the Mayor, Aldermen, and Commonalty of the City of Toronto:

1st. That it shall and may be lawful for the Mayor and the City of Toronto to cause any number of Debentures to be made out, not exceeding in the whole the sum of £60,000, and to cause such Debentures to be issued to the Ontario, Simcoe, and Huron Union Railroad Company, in the proportion specified in the before recited resolution, as the said road progresses.

2nd. That, of the said sum of £60,000, the sum of £25,000 shall be as a gift to aid in the construction of the said road; and the remaining £35,000 shall be as a loan to the Ontario, Simcoe and Huron Union Railroad Company. And for the securing the re-payment of the said loan in ten years, with interest at the rate of six per cent. per annum, payable half-yearly, the said Company shall give to the City of Toronto their bonds, secured upon the said road, to the amount of such Debentures from time to time issued to the said Company on account of the said loan.

3rd. That all such Debentures shall be under the common seal of the said City, signed by the Mayor for the time being, and countersigned by the Chamber-

lain for the time being of the said City of Toronto, and shall bear interest at the rate of six per cent. per annum, payable half-yearly, at the Bank of Upper Canada, and all such Debentures shall be redeemable at the Bank of Upper Canada. Provided always, that none of the said Debentures shall be for a less sum than £25, nor payable at a more remote period than twenty years from the issue thereof.

4th. That the interest on the said Debentures shall be and the same is hereby charged and chargeable, and shall be paid and borne out of the moneys which shall come into the hands of the Chamberlain of the said City for the time being, to and for the uses of the said City.

5th. That for the payment and redemption of the principal sum secured by the said Debentures, there shall be raised, levied and collected in the year next before such Debentures respectively fall due, an equal rate in the pound upon the assessed value of all rateable property in the said City of Toronto and liberties thereof, over and above all other rates and taxes whatsoever, sufficient to pay the principal sum secured by such Debentures so respectively falling due as aforesaid, unless otherwise provided for by the re-payment of the said loan or any part thereof by the Ontario, Simcoe and Huron Union Railroad Company, or by act of the Mayor, Aldermen, and Commonalty of the City of Toronto, authorizing the issue of other Debentures in lieu thereof, in that behalf duly made and enacted.

*Monday, 28th June, 1852.*

The Council met. The Mayor took the Chair.

PRESENT—Aldermen Armstrong,  
J. G. Beard,  
R. Beard,  
Boulton,  
Brooke,  
Dempsey,  
Sheard,  
Thompson,  
Councillors Ashfield,  
Beatty,  
Bugg,  
Carr,  
Dunn,  
McMullen,  
Lee,  
Platt,  
Romain,  
Smith,  
Tully,  
Wright.

Alderman Thompson, seconded by Councillor McMullen, moves,—That the Bill to authorize the issue of Debentures in aid of the Ontario, Simcoe and Huron Railroad be read a second time forthwith, and that the order of the day be dispensed with, so far as relates to this motion;—which was ordered. The Bill was read a second time. The Council resolved itself into a Committee of the whole on the Bill, Councillor McMullen in the Chair.



The Committee rose. Councillor McMullen reported that the Committee had adopted the Bill without amendments.

The Report was read. The Report was adopted.

Upon the question that the Bill be engrossed, and read a third time to-morrow, Alderman Thompson, seconded by Councillor McMullen, moves,—That the Bill to authorize the issue of Debentures in aid of the Ontario, Simcoe and Huron Railroad be read a second time forthwith, and that the order of the day be dispensed with, so far as relates to this motion ;—which was ordered.

The Bill was read a second time.

The Council resolved itself into a Committee of the whole on the Bill, Councillor McMullen in the Chair.

The Committee rose. Councillor McMullen reported that the Committee had adopted the Bill without amendments.

The Report was received. The Report was adopted.

Upon the question that the Bill be engrossed, and read a third time to-morrow, Alderman Thompson, seconded by Councillor McMullen, in amendment, moves,—That the Bill be engrossed, and read a third time forthwith, and that the 27th Rule of the Council and the order of the day be dispensed with, so far as relates to the same ;—which was ordered.

The Bill was read a third time.

Upon the question that the Bill do pass, and be signed by the Mayor, the yeas and nays were taken as follows :

| <i>Yeas :</i>      | <i>Nays :</i> |
|--------------------|---------------|
| Messrs. Armstrong, | Messrs. Bugg, |
| Ashfield,          | Carr and      |
| J. G. Beard,       | Sheard,—3.    |
| R. Beard,          |               |
| Boulton,           |               |
| Brookes,           |               |
| Dempsey,           |               |
| Dunn,              |               |
| Lee,               |               |
| McMullen,          |               |
| Platt,             |               |
| Romain,            |               |
| Smith,             |               |
| Thompson,          |               |
| Tully, and         |               |
| Wright,—16.        |               |

Carried in the affirmative, by a majority of 13.

The Bill did pass, and was signed accordingly.

Alderman Thompson, seconded by Alderman Dempsey, moves,—That the Bill be entitled, “An Act to provide for the issue of Debentures to the extent of £60,000, in aid of the Ontario, Simcoe, and Huron Union Railroad ;—which was ordered.

## SPECIAL MEETING.

*Thursday, 29th July, 1852.*

The Council met in pursuance to special summons issued by the order of His Worship the Mayor. The Mayor took the chair.

PRESENT—Aldermen Armstrong,  
J. G. Beard,  
R. Beard,  
Brooke,  
Dempsey,  
Sheard,  
Thompson,  
Councillors Ashfield,  
Bugg,  
Dunn,  
Lee,  
McMullen,  
Platt,  
Romain,  
Smith,  
Tully, and  
Wright.

His Worship the Mayor communicated to the Council that he had called the meeting for the purpose of considering the expediency of confirming an offer which he had made to the contractors of the Ontario, Simcoe and Huron Union Railroad, in consequence of some difficulty which had presented itself in the nature of the Directors giving the City security upon the road for the amount proposed to be advanced to the said Directors by way of loan, and which offer His Worship the Mayor stated to have been in substance as follows:—that the contractors should agree to relinquish the grant of £25,000, made by the Council in aid of the said railroad, which said grant had been transferred by the Directors to the contractors, and that the Directors should release the Council from the agreement to loan the Company the sum of £35,000, upon certain security, upon condition that the Council should take Stock in the said road to the extent of £50,000, paying therefor in Debentures, at the same times and in the same proportion as the work progresses, as it was agreed the said grant and loan should be advanced, to which the said contractors had assented.

Alderman Thompson, seconded by Alderman J. G. Beard, moves,—That the Council do now resolve itself into a Committee of the whole, on the communication of His Worship the Mayor;—which was ordered.

The Council resolved itself into a Committee of the whole on the communication, Councillor Bugg in the chair.

The Committee rose. Councillor Bugg reported that the Committee had adopted a resolution.

The Report was received.

The resolution was read, as follows:—

“Whereas His Worship the Mayor has informed this Council that the contractors of the Ontario, Simcoe and Huron Union Railway Company have accepted a proposition made by him, subject to the approbation of this Council, in view of the difficulties which have arisen in the execution of a mortgage

bond by way of security for the loan of £35,000 formerly voted by this Council, to the effect that the contractors shall surrender the grant of £35,000, made by this Council, and transferred to such contractors in part payment of their contract, and also that the Directors shall waive the aforesaid loan of £35,000 altogether, on condition that in lieu thereof this Council will take Stock to the amount of £50,000, to be paid by the issue of City Debentures, in the same proportions as the above loan and grant were authorized to be issued :

Be it therefore resolved that the Standing Committee on Finance and Assessment be authorized to complete such arrangement: Provided that no legal difficulty shall occur in carrying out this resolution; and provided also that no alteration shall take place in the conditions upon which a portion of the Market Block was granted to the said Company, particularly with regard to carrying the railroad to the eastern limits of the City Water Lots."

Upon the question that the resolution be adopted, the yeas and nays were taken as follows :

|                    |                   |
|--------------------|-------------------|
| <i>Yeas :</i>      | <i>Nays :</i>     |
| Messrs. Armstrong, | Messrs. R. Beard, |
| Ashfield,          | Brookes, and      |
| J. G. Beard,       | Dunn,—3.          |
| Bugg,              |                   |
| Dempsey,           |                   |
| Lee,               |                   |
| McMullen,          |                   |
| Platt,             |                   |
| Romain,            |                   |
| Sheard,            |                   |
| Smith,             |                   |
| Thompson,          |                   |
| Tully, and         |                   |
| Wright,—14.        |                   |

Carried in the affirmative, by a majority of 11.

*Monday, 23rd August, 1852*

The Council met. The Mayor took the chair.

PRESENT—Aldermen Armstrong,  
J. G. Beard,  
Brookes,  
Dempsey,  
Hutchinson,  
Sheard,  
Thompson,  
Councillors Ashfield,  
Beatty,  
Bugg,  
Dunn,  
Lee,  
McMullen,  
Platt,  
Romain,  
Smith,  
Tully,  
Wright.

The Clerk read the minutes of the 16th, 17th, and 19th instant.

Alderman Thompson, seconded by Alderman J. G. Beard, moves,—That the communication, of the Chief Engineer of the Ontario, Simcoe and Huron Union Railway be referred to the Standing Committee on Finance and Assessment, with authority to direct the issue of Debentures in accordance therewith, on the same security as those last issued on behalf of the said railroad.

Upon which the yeas and nays were taken as follows :

| <i>Yeas :</i>                                                                                                                                                  | <i>Nays :</i>                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Messrs. Armstrong,<br>Ashfield,<br>J. G. Beard,<br>Dempsey,<br>Hutchinson,<br>Lee,<br>McMullen,<br>Romain,<br>Smith,<br>Thompson,<br>Tully, and<br>Wright,—12. | Messrs. Beatty,<br>Brookes,<br>Bugg,<br>Dunn, and<br>Sheard,—5. |

Carried in the affirmative, by a majority of 7.

Alderman Thompson, seconded by Alderman Dempsey, moves,—That the Standing Committee on Finance and Assessment be authorized to prepare and forward to the Legislature a Petition and draft of a Bill to provide for the issue of £100,000 in Debentures, to meet the sum of £50,000, voted for the Ontario, Simcoe and Huron Union Railroad, as well as £50,000 required to form a fund to consolidate the outstanding City debt, and that the 21st rule of this Council and the order of the day be dispensed with, so far as relates to this motion ;—which was ordered.

#### SPECIAL MEETING.

*Friday, 27th August, 1852.*

The Council met. The Mayor took the chair.

PRESENT—Aldermen Armstrong,  
 J. G. Beard,  
 Brooke,  
 Dempsey,  
 Hutchinson,  
 Thompson,  
 Councillors Ashfield,  
 Bugg,  
 Lee,  
 Platt,  
 Romain,  
 Smith,  
 Tully, and  
 Wright.

His Worship the Mayor stated that he had called this meeting for the purpose of receiving the Report of the Standing Committee on Finance and Assessment, upon the subject of the Petition to the Legislature for an Act to authorize the issue of Debentures for £100,000, to consolidate the debt of the City, and the Report of the Select Committee on Amendments to the Municipal Corporations Act, and the Amendments thereto.

The Standing Committee on Finance and Assessment reported the draft of a Petition to the Legislature, praying for authority to issue Debentures for £100,000, to pay the Debentures issued in favour of the Ontario, Simcoe and Huron Union Railroad, and to redeem the City Notes and Debentures falling due within the next ten years, — which was received and read, and was adopted, and is as follows :—

To His Excellency, &c.,

The Petition of the City of Toronto,

HUMBLY SHEWETH :

That your Petitioners are desirous of withdrawing at once from circulation certain Promissory Notes of your Petitioners now current throughout the Province, and also to provide for the redemption of certain Debentures falling due within the next ten years, which Promissory Notes and Debentures were issued by your Petitioners to forward the public improvements of the City of Toronto, previous to the passing of the Municipal Corporation Act, and amount together to the sum of fifty thousand pounds.

That your Petitioners being desirous of aiding the Ontario, Simcoe and Huron Railroad, a work of great importance to the prosperity of the City, agreed to make a grant to the Company, incorporated for the purpose of building the said road, of the sum of £25,000, and to lend to them the further sum of £35,000 in Debentures of the City of Toronto, which latter sum was to be secured upon the said road by mortgage or otherwise. That a By-law was passed by your Petitioners, authorizing the issue of Debentures to the extent of £60,000 for the said purposes, in proportion to the progress of the work, and under certain restrictions ; and an advance of part thereof in the proportion agreed upon was made under the said By-law, when it was suggested that the security required to be given upon the said railroad for the said loan of £35,000 would materially interfere with the operations of the Railroad Company hereafter, and might impede the final completion thereof, and a new arrangement was entered into between your Petitioners and the said Company, by which the said grant of £25,000, was surrendered, and the agreement for the said loan of £35,000 cancelled, upon condition that your Petitioners should become the *bona fide* holders of the Stock in the said Railroad Company to the amount of £50,000, to be paid for by Debentures, in the same proportion, and subject to the same conditions as the said grant and loan.

That for the purpose of effecting the foregoing objects Your Petitioners are desirous of raising a loan not exceeding the sum of £100,000 upon the Debentures of the said City, and providing for the redemption thereof by a sinking fund of two per cent per annum ; and to enable your Petitioners more readily to negotiate the said Debentures it is desirable that the amount thereof and the interest accruing thereon should be made payable at the place where the same may be negotiated.

Your Petitioners would therefore humbly pray Your Excellency to grant the Royal Assent to a Bill authorizing your Petitioners to make the said loan of

£100,000, and issue Debentures for the same, payable in London or elsewhere, as may be deemed advisable, and to provide for the redemption thereof by a sinking fund of two per cent. per annum.

And your Petitioners as in duty bound will ever pray.

Alderman Thompson, seconded by Councillor Romain, moves,—That the Petition be engrossed, signed by His Worship the Mayor, and sealed with the seal of the City, and that the Clerk of the City do transmit the same to W. H. Boulton, Esq., M.P.P., with a request that he will lay the same before the Legislature forthwith, and that G. P. Ridout, Esquire, M.P.P., be requested to support the same ;—which was ordered.

*Monday, 13th September, 1852.*

The Council met.

A communication from Wm. H. Boulton, Esq., M.P.P., acknowledging the receipt of the Petition of the Council, was read. A communication from Geo. P. Ridout, Esq., M.P.P., acknowledging the receipt of the Petition of the Council, was received and read, &c.

*Monday, 11th October, 1852.*

The Council met. The Mayor took the Chair.

PRESENT—Aldermen Armstrong,  
J. G. Beard,  
R. Beard,  
Brookes,  
Dempsey,  
Hutchinson,  
Sheard,  
Thompson,  
Councillors Ashfield,  
Beatty,  
Bugg,  
Carr,  
Dunn,  
Lee,  
McMullen,  
Platt,  
Romain,  
Smith,  
Tully, and  
Wright.

The Standing Committee on Finance and Assessment reported the draft of a Bill to authorize a loan of £100,000. The Bill was read a first time. Upon the question that the Bill be read a second time to-morrow, it was ordered.

*Copy Bill.*

Whereas, by a certain By-law passed on the 28th day of June, 1852, entitled "An Act to provide for the issue of Debentures to the extent of £60,000, in aid of the Ontario, Simcoe and Huron Union Railroad Company; after reciting that whereas on the 25th day of November, 1850, the Common Council of the City of Toronto resolved that the sum of £25,000, in Debentures payable 20 years after date, with interest at 6 per cent. per annum, payable half-yearly, be granted in aid of the Ontario, Simcoe and Huron Railroad, in the proportion, as the work progresses, as one is to ten, namely—£100,000 to be expended on the road before any advance is made by the Corporation, then Debentures to be issued to the contractors for £10,000, and that all future advances be made in the same proportion; to an amount not exceeding in the whole the sum of £25,000, upon the condition that the terminus for passenger trains be erected on a portion of the Market Block property, now vacant, and that the line of railroad shall be carried along Palace Street and Front Street to the full extent of the City Water Lots. And whereas the said Common Council, on the 18th day of August, 1851, resolved to loan the Ontario, Simcoe and Huron Union Railroad Company, City Debentures to an amount not exceeding £35,000, payable in twenty years, with interest payable half-yearly, issuable in the same ratio as the bonus of £25,000, taking as security for such Debentures the bonds of the said Company to the same amount, payable in ten years, with interest half-yearly, secured on the said road to the satisfaction of the said Council, upon the recommendation of the City Solicitor, on the condition that the road from this City to Lake Simcoe on the Holland River be completed in two years from the 1st January next; and further, that as long as the said loan of £35,000 continues, the Mayor of the City for the time being (if he be not a Director in any other Company, but if he be a Director in any other Company, then any Alderman of the City for the time being to be nominated by the Council,) to be a Director in the said Company. And whereas by the Act of the Provincial Legislature, 13 and 14 Vic., cap. 81, entitled, "An Act to enable the Municipal Corporation of the City of Toronto to assist in the construction of the Ontario, Simcoe and Lake Huron Union Railroad," it is enacted that it shall and may be lawful for the Mayor, Aldermen and Commonalty of the City of Toronto, in pursuance of any By-law of the said Municipal Corporation; to issue Debentures to an amount not exceeding £100,000, nor in sums less than £5 each, for and towards assisting in the construction of the proposed railroad of the said Company, and to provide for or secure the payment thereof, in such manner and way as to the said Municipal Corporation shall seem proper and desirable. It was enacted: That it shall and may be lawful for the Mayor of the City of Toronto to cause any number of Debentures to be made out, not exceeding in the whole the sum of £60,000, and to cause such Debentures to be issued to the Ontario, Simcoe and Huron Union Railroad Company, in the proportion specified in the before recited resolution, as the work on the said road progresses. That, of the said sum of £60,000, the sum of £25,000 shall be as a gift to aid in the construction of the said road, and the remaining £35,000 shall be as a loan to the Ontario, Simcoe, and Huron Union Railroad Company; and for the securing the re-payment of the said loan in ten years, with interest at the same rate of six per cent. per annum, payable half-yearly, the said Company shall give to the City of Toronto their bonds, secured upon the said road, to the amount of such Debentures from time to time issued to the said Company on account of the said loan. That all such Debentures shall be under the common seal of the said City, signed by the Mayor for the time being, and countersigned by the Chamberlain for the time being of the said City of Toronto, and shall bear interest at the rate of six per cent. per annum,

payable half-yearly at the Bank of Upper Canada ; and all such Debentures shall be redeemable at the Bank of Upper Canada. Provided always, that none of the said Debentures shall be for a less sum than £25, nor payable at a more remote period than twenty years from the issuing thereof. That he interest on the said Debentures shall be, and the same is hereby charged and chargeable, and shall be paid and borne out of the monies which shall come into the hands of the said Chamberlain of the said City of Toronto for the time being, to and for the uses of the said City. That for the payment and redemption of the principal sums secured by the said Debentures, there shall be raised, levied, and collected, in the year before such Debentures shall respectively fall due, an equal rate in the pound on the assessed value of all rateable property in the said City of Toronto and liberties thereof, over and above all other rates and taxes whatsoever, sufficient to pay the principal sum secured by such Debentures so respectively falling due as aforesaid, unless otherwise provided for by the repayment of the said loan or any part thereof by the Ontario, Simcoe and Huron Union Railroad Company, or by the Mayor, Aldermen, and Commonalty of the City of Toronto, authorizing the issue of other Debentures in lieu thereof, in that behalf duly made and enacted.

And whereas, since the passing of the said By-law, the following resolution was, on the 29th day of July, 1852, adopted by the Common Council of the said City of Toronto :—

Whereas His Worship the Mayor has informed this Council that the contractors of the Ontario, Simcoe, and Huron Union Railroad Company have accepted a proposition made by him, subject to the approbation of this Council, in view of the difficulties which have arisen in the execution of mortgage bond, by way of security for the loan of £35,000, formerly voted by this Council, to the effect that the contractors shall surrender the grant of £25,000 made by this Council, and transferred to such contractors in part payment of their contracts, and also that the Directors shall waive the aforesaid loan of £35,000 altogether, on condition that in lieu thereof this Council will take Stock to the amount of £50,000, to be paid by the issue of City Debentures, in the same proportion as the above loan and grant were authorized to be issued.

Be it therefore enacted, that the Standing Committee on Finance and Assessment be authorized to complete such arrangements, provided that no legal difficulties shall occur in carrying out this resolution, and provided also that no alteration shall take place in the conditions upon which a portion of the Market Block was granted to the said Company, particularly with regard to carrying the railroad to the eastern limits of the City Water Lots.

And whereas the said contractors have, by an instrument under their hands and seals, dated the 14th day of October, 1852, duly surrendered such grant of £25,000, and released all right and title thereto ; and the said Ontario, Simcoe and Huron Union Railroad Company have by an instrument under the Corporate seal, dated the 14th day of October, 1852, released all right or claim to the grant, and also to be said loan of £35,000.

Be it therefore enacted by the Mayor, Aldermen and Commonalty of the City of Toronto :

1st. That it shall and may be lawful for the Mayor of the City of Toronto, and for the payment of the same, it shall and may be lawful, and it shall be the duty of the said Mayor for the time being of the said City, to appropriate so such and so many of the said Debentures authorized to be issued under the provisions of the By-law hereinbefore recited, as may be requisite and necessary for that purpose, and that the said Debentures shall be issued by him for that purpose at the times and in the same proportions as is provided by the By-law hereinbefore recited, subject, however, to the same conditions relative to the passenger terminus.



of the said railroad, and the continuance of the said railroad along Front and Palace Streets, as are contained in the recital of the said By-law, and the resolution of the Common Council of the 20th day of July last.

That the Dividends from time to time paid and payable upon the Stock so held by the said Mayor on behalf of the said City of Toronto in the said Ontario, Simcoe and Huron Union Railroad Company, shall be applied by the Chamberlain of the said City in such manner as by resolution of the Common Council of the said City of Toronto may from time to time be directed.

*Monday, 18th October, 1852.*

The Council met. The Mayor took the chair.

PRESENT—Aldermen Armstrong,  
J. G. Beard,  
R. Beard,  
Brookes,  
Dempsey,  
Sheard,  
Thompson,  
Councillors Ashfield,  
Beatty,  
Bugg,  
Carr,  
Dunn,  
Lee,  
McMullen,  
Platt,  
Romain,  
Smith,  
Tully, and  
Wright.

Alderman Thompson, seconded by Alderman J. G. Beard, moves,—That the Council do now resolve itself into a Committee of the whole on the Bill to authorize the taking of Stock in the Ontario, Simcoe and Huron Union Railroad, and that the order of the day be suspended so far as relates to the same;—which was ordered.

The Council resolved itself into a Committee of the whole on the Bill, Councillor Dunn in the chair.

The Committee rose. Councillor Dunn reported that the Committee had adopted the Bill, with amendments. The Report was received. The Report was adopted.

Upon the question that the Bill be engrossed, and read a third time to-morrow, Alderman Thompson, seconded by Alderman Dempsey, in amendment, moves,—That the Bill be engrossed, and read a third time this day, and that the 31st rule of this Council be dispensed with, so far as relates to this motion;—which was ordered.

The Bill was read a third time.

Upon the question that the Bill do pass, and be signed by the Mayor, it was ordered.

The Bill did pass, and was signed accordingly.

Alderman Thompson, seconded by Councillor Romain, moves,—That the Bill be entitled “An Act to authorize the Mayor to subscribe for 10,000 shares in the Stock of the Ontario, Simcoe and Huron Union Railroad Company, on behalf of the City of Toronto;”—which was ordered.

## EXHIBIT A 2.

This is the Exhibit marked A 2, referred to in the evidence of Charles Daly, being opinion of Mr. Hogarty.

City of Toronto Debentures in aid of Ontario, Simcoe and Huron Railroad Company.

By the General Municipal Act 12 Vict., ch. 18, sec. 177, Corporations are bound to assess their whole rateable property in a sufficient annual sum "to pay all debts incurred, or which shall be incurred, with the interest which shall fall due or become payable within the year, and no By-law thereafter to be passed for the creation of any such debt shall be valid, unless a special rate sufficient to pay it off in twenty years be provided," &c.

The Ontario, Simcoe and Huron Railroad Company are chartered by 12 Victoria, ch. 199, amended by 13 & 14 Victoria, chap. 131.

By the 13 & 14 Victoria, chapter 81, the Corporation of Toronto are empowered, "in pursuance of any By-law of said Municipal Corporation, in the name or on the credit and behalf of the said Municipal Corporation, to issue Debentures to an amount not exceeding £100,000, and for and towards assisting in construction of the proposed railway, and to provide for or to secure the payment thereof in such manner and way as to said Municipal Corporation shall seem proper and desirable," &c.

The 14 & 15 Victoria, ch. 109, section 4, (passed August, 1851,) declares what shall be set forth in every By-law to be thereafter passed for creating a debt or contracting a loan upon the credit of the county, city, &c. Section 16 enacts that no By-law for creating any debt, or contracting any loan under the 177th section of 12 Victoria, ch. 81, shall be passed, except at a meeting of Council, specially called for considering same, and held at least three months after copy of proposed By-law, &c., shall have been published, as directed, in newspapers.

I am instructed that it is now proposed to pass a By-law, granting £25,000 of City of Toronto Debentures, or some larger sum, in aid of the Railway Company, pursuant to certain resolutions and proceedings of the municipality. I am of opinion that the formalities prescribed by the Act of last Session, 14 & 15 Victoria, ch. 109, must be duly observed. That the Act authorizing the Corporation to advance its funds, or lend its credit to the railway, requires them to do so by a By-law to be thereafter passed, and in no way, according to my judgment, dispenses with any formalities then required to constitute a good By-law.

Before any By-law was actually passed, the Act of last Session specially forbids any By-law to be passed "for creating any debt or contracting any loan," under 177th section of the 12 Victoria, ch. 81, unless at a special meeting, after three month's notice and advertising.

It may be urged, that this issue of Debentures would not be under this 177th section, but under the Act of 13 & 14 Victoria, ch. 81.

In my judgment, all debts created by Municipal Corporations, and for which Debentures are issued on time, are governed by this 177th section, as modified by subsequent Acts.

The Act enabling the Corporation to aid the railroad merely allows them to avail themselves of their corporate power and credit in raising money for this particular object, which without the leave of the Legislature might not possibly have been within their legitimate powers. The Corporation must still, I consider, pass their By-laws for this object with all the legal formalities now required in ordinary cases.

According to my view of the law as above stated, the proposed By-law would certainly be invalid.

I consider that all debts created by municipalities must be secured by special rates, and that all By-laws for such purposes should be made in accordance with the provisions of the Act of last Session, 14 & 15 Victoria, ch. 109, sec. 4.

This directs, "that in any By-law to be hereafter passed by any Municipal Corporation, for creating a debt or contracting a loan upon the credit of such municipality, there shall be set forth by way of preamble, 1st, the amount of such debt or loan, &c.; 2ndly, the amount required to be raised annually," &c., and so on, as there directed.

I think this affects and applies to all By-laws for creating debts; and the words in the Act empowering the City to assist the railroad, "and to provide for or secure the payment thereof in such manner and way as to the said Corporation shall seem proper and desirable," do not empower the City to create a debt except on the security of special rates, and as controlled by the general Municipal Acts. "In such manner and way," means, I think, "in such amounts, and on such terms of payment and redemption," &c.

The Legislature compels all Corporations not to incur a debt, except on providing a special rate for its sure redemption, and I cannot believe it is lawful to depart from such a condition, on any authority of the Act, allowing them to assist the railroad.

If the By-law be quashed by the Courts of Law for illegality, Debentures issued under its authority would, I presume, fall with it.

The "consequences" are to be regarded more in a commercial than a legal view.

The Corporation of Toronto would doubtless promptly rectify any error by them committed, and would, by passing a By-law in accordance with the Statute, protect the Debenture holders.

(Signed,) JOHN H. HAGARTY.

Church Street, 24th June, 1852.

In forming this opinion I have not overlooked the language of several Acts of last Session, bearing on the general question. The 14 & 15 Vic. 73 (the Main Trunk Line Act) by section 6, after issue of a particular proclamation by the Governor General, allows municipalities to subscribe for Stocks in this line (a line from Quebec to Burlington Bay) without imposing a special rate in the By-law. The Ontario, Huron and Simcoe Line is declared by that Act as not forming part of the Main Trunk, although entitled to Provincial guarantee. 14 & 15 Victoria, ch. 124, allows municipalities to contract debts to Her Majesty for the purchase of any public works, without imposing a special rate, under the 177th Section of 12 Victoria, ch. 81.

Again, the Railway Consolidation Act, 14 & 15 Victoria, ch. 51, sec. 18, allows municipalities to take Stock, lend money, or guarantee Company's Debentures, and to assess and levy from time to time a sufficient sum to discharge the debt so contracted. This is not to be done till assented to by a majority of qualified electors.

I do not think anything in this last Act can over-ride the imperative words of the Act of same Session, 14 & 15 Victoria, ch. 109; and it is worthy of note, that this Act, sect. 4, directs that the special rate to pay interest and sinking fund shall be ascertained, "irrespective of any income, whether in the nature of tolls, interest, or dividends, to accrue or be derived from any Public or Corporation work, or any Stock, shares, or interest in any such work in or upon which such debt or loan shall or may by such Municipal Corporation be invested or applied."

It may also be remarked that this last Act re-enacts, in a stringent form, the 177th sec. of 12 Vict., ch. 81.

(Signed,) JOHN H. HAGARTY.

## EXHIBIT A 3.

This is the Exhibit market A 3, referred to in the evidence of Charles Daly, being opinion of Mr. Mowat.

I think that both the publication referred to in the Upper Canada Municipal Council Amendment Act of 1851 (14 & 15 Vic., ch. 109, s. 16,) and the special rate required by the 177th section of the statute 12 Victoria, ch. 81, as amended by the subsequent statutes, are absolutely necessary to give validity to any By-law that may be passed by the Corporation of the City, under the Act enabling the Corporation to assist the Northern Railroad (13 & 14 Vic. ch. 81.)

The last mentioned statute authorises the Corporation to issue Debentures for the purpose therein mentioned, "and to provide for or secure the payment thereof in such manner and way as to the said Municipal Council shall seem proper and desirable."

Now this language would certainly seem to vest in the Corporation an unshackled discretion as to the manner of providing for or securing the payment of the Debentures which the statute authorises them to issue: but while the language would admit of that interpretation, I cannot say it is clearly susceptible of no other. The discretion may possibly have reference to the manner of paying, and not to the manner of providing for or securing the payment, or may refer to a providing for or securing the payment by any additional means the Corporation should think proper: that is, by any means in addition to those which the 177th section of the Act of 1849 requires to be provided in every By-law; just as, for example, by the Corporations Amendment Act of 1851, s. 4, it is expressly provided that the special rate, &c., should be ascertained, irrespective of any income, whether in the nature of tolls, interest or dividends, to accrue from any public work in or upon which a debt or loan should be invested or applied; and as section 6 of the same statute provides that Corporations may apply any monies not otherwise appropriated, and also any other monies which they may think fit by any additional rate, to raise, levy and collect, to the payment of any debt or loan. See also section 11.

Now I think, that under the circumstances which I will mention, since the language of the 14 & 15 Vic., ch. 81, is susceptible of another meaning than one that would confer an unfettered discretion on the Corporation for the payment of the Debentures, it follows that such a discretion is not conferred by that statute.

The meaning of a statute is to be sought for in the language of the statute itself, but with reference to any other statutes that may throw light on the intention of the Legislature. First, then, it is to be observed, that in some other statutes, when the Legislature intended to authorise debts to be contracted under By-laws which should not provide for the payment of them in the manner required by the said 177th section, express provisions to that effect have been introduced (14 & 15 Vic., ch. 73, s. 6 and c. 124.) Such an intention is thus plainly expressed elsewhere. If it existed in the present case, it is not unreasonable to suppose it would have been plainly expressed here also. Then it is remarkable that there is no provision, in the Act 14 & 15 Vic. ch. 81, forbidding the Corporation's repealing any By-law that might be made under that statute, to provide for or secure the payment of the Debentures issued under it. Yet the Legislature evidently considers it of essential importance that Municipal Corporations should not have the power of repealing By-laws which provide for the payment of their debts, until such debts are paid or discharged, or in certain cases, until a new By-law is substituted for the old one, with the sanction of the Governor in Council: (see 12 Vic., ch. 81, sec. 178; 14 and 15 Vic., ch. 109, s. 2, 6, 10, 12, 13, 15; and 14 & 15 Vic., ch. 124, sec. 2.) Yet if the 177th section of the Act of 1849 does not apply to the statute in question now, I think it clear that the 178th would

not; and I do not see anything that would prevent the Corporation from at any time repealing their By-law before payment of the debt, and without substituting any other security.

I think that a construction of the statute in question (14 & 15 Vic., c. 81,) which would involve this consequence, is only to be received if the language clearly excludes every other interpretation whatever; and I think therefore that the omission to provide against the repeal of the By-Law must be taken to have arisen from the 177th and 178th sections of the Corporations Act, being considered and intended by the Legislature to be applicable to such By-law, and from a special provision in the subsequent Act (14 & 15 Vic. c. 81) against such repeal being therefore unnecessary.

Again, the language of the 177th sec., referred to as contained in the original Act, is very general. After enacting that a sufficient sum should be levied in each year to pay all debts incurred within the year, it proceeds thus: "No By-law hereafter to be passed for the creation of any such debt, or for the negotiation of any loan, shall be valid or effectual to bind any such Municipal Corporation unless a special rate, &c., shall be settled in such By-law \* \* \* and it shall not be competent to any Municipal Corporation to repeal such By-law, or to discontinue such rate, until the debt so to be incurred and the interest thereon shall be fully paid." The section as amended is no less general than the clause stood originally.

Then, the Municipal Corporations Amendment Act of 1851, sec. 4., enacts thus: "In every By-law hereafter to be passed by any Municipal Corporation \* \* \* for creating a debt or contracting a loan \* \* \* there shall be recited or set forth by way of preamble," amongst other things, "the amount to be raised annually according to the 177th section of the Upper Canada Municipal Corporations Act of 1849, as a special rate for the payment of such debt or loan, and the interest thereof, within the time thereby limited," &c.

This clause evidently, if it does not imply that every By-law for creating a loan or contracting a debt was already by law subject to the 177th section, at all events in effect enacts that every By-law for the purposes therein mentioned, should for the future be subject to the provisions of the 177th section; and indeed almost every clause of the Amendment Act of 1851, from the 1st to the 22nd, implies that the Legislature considered that every debt or loan by a Corporation was subject to the provisions of the 177th section. I think the Debentures issued under a By-law passed without the publication, and without the provisions for the special rate referred to, would be wholly void—no better than so much waste paper, and I think they would be so, even though no application were made in time to quash the By-law.

O. MOWAT.

June 28th 1852.

#### EXHIBIT M.

This is the Exhibit "M," referred to in examination of T. G. Ridout, Esq., on the 16th December, 1853, being extracts of letters from Mr. Hincks to Mr. Ridout.

Private and confidential.

QUEBEC, 5th July, 1852.

MY DEAR CASHIER,—I am very anxious to obtain a temporary loan from the Bank of U. C. for a pretty large amount, and I must explain fully the circumstance to you in confidence. I am joining Bowes in the purchase of some City of Toronto Debentures, the amount of which is £24,000, and on which we want an advance of 80 per cent., or £19,200. I have every confidence that I shall

obtain the amount from Glyn & Co., of London, and have authority to draw in about thirty days. I did not expect that the City would issue its bonds so soon. \* \* \* "He would give Bowes the money. Now I have such a lot of enemies, that if ever it came out that I had an interest in the loan, nothing would persuade the public that there was not some secret condition for my personal advantage. I think you advanced to the Great Western with no greater margin, and you may rely on this being a very short loan under any circumstances. It will be an advantage to you to get the exchange. \* \* \* \* I need not say another word, for I am sure you will manage this for me if you can. \* \* \* \* I shall tell Bowes to see you in confidence.

Private.

QUEBEC, 6th July, 1852. [Should be 6th August.]

MY DEAR SIR,—I find that I am likely to be interested in the £50,000 of City bonds issued for the Railway Company, as under the new arrangement only £50,000 instead of £60,000 are to be issued, which at 80 per cent. would give £40,000. I therefore want £20,800 more than you have already agreed to. I have, however, written to say that I will wait the mail due to-morrow before writing to you, because I expect a letter from Glyn on the subject of the advances, and I feel very sanguine I shall get it. If so, all will be straight. If they refuse, I will try and stave off till next Saturday's mail, (over mail arrives on Saturday,) when I shall have other letters on the subject."

Private.

QUEBEC, 9th August, 1852.

MY DEAR SIR,—I enclose Messrs. Glyn's letter, by which you will see I am authorised to draw for £15,000 sterling. I leave it to yourself to say what premium you will give. I am sure you will do what is fair. I have also authority to draw on Peter Buchanan for £500, at 60 days, the other may be 30 I presume. I do not think it necessary to write further. Their object of course was to give me a credit in your Bank, which is not necessary. I must get you to advance the remainder of the £50,000, which at 80 will be £40,000 in all.

The draft for £15,000 will nearly pay your present advance; and I have every confidence that if you wish it, I can get another £15,000, especially if you recommend the operation. I will wait your advice by telegraph whether to press for the other £15,000 or be satisfied with what they propose; perhaps it is better to try them. I have every confidence that I shall not want the advance for more than two or three months, perhaps not so long; meantime I must get the balance of the £40,000, so as to secure the £50,000 of bonds which have been or will be deposited with you by Mr. Cotton or Mr. Bowes. Will you telegraph me on receipt what you will allow for the exchange; what I am to do with it, whether to give it to Bradshaw, or send it to you? It will be necessary for you to advise having received Debentures to the extent of 80 per cent. on the amount advanced, and I will take the responsibility of drawing for more than £15,000, so as to make the currency in an even sum. You have already I think £24,000 of bonds; this at 80 per cent. would be £19,200, and the draft may be for what will produce that sum. I am sure there will be no objection.

Postscript to Letter of 27th of September, 1852, addressed by Mr. Hincks to Mr. Ridout.

I have authority to draw on Glyn for £5000 more, same way as before.

F. H.

COPY.

Mr. Hincks to Mr. Ridout.

QUEBEC, 22nd October, 1852.

MY DEAR SIR,—I believe I did not answer your last letter, which I ought to have done, to explain that it is on the 1st of coming December that the first half is payable at Masterman's, and the second on 1st of April following. The whole issue may I presume be sent to Glyn & Co. I shall know in a post or two whether Masterman will accept, payable on 1st April: but after all it is of little importance.

Believe yours very truly,

F. HINCKS.

T. G. Ridout.

It is not thought necessary to print the Bills of Exchange, being the Exhibits referred to in that behalf in the Defendant's depositions, p. 42. They are all payable to the Defendant individually.

IN CHANCERY.

CITY OF TORONTO *v.* BOWES.

1853.

|            |   |   |   |   |   |       |       |    |   |
|------------|---|---|---|---|---|-------|-------|----|---|
| February 5 | - | - | - | - | - | £3372 | 9     | 11 |   |
| April 4    | - | - | - | - | - | 743   | 7     | 4  |   |
|            |   |   |   |   |   |       | £4115 | 17 | 5 |

The above are the principal sums and dates of receipt in question in this cause, taken from the books of Bowes & Hall, which are taken to be correct as above for the purposes of the Decree, without further evidence. This is not to be considered as a consent Decree.

(Signed,)

JOHN W. GWYNE, *for Defendant.*O. MOWAT, *for Plaintiffs.*

Oct. 12, 1854.

IN CHANCERY.

Monday, the Ninth Day of October, in the Eighteenth Year of the Reign of Her Majesty Queen Victoria, and in the year of our Lord 1854.

Between—THE CITY OF TORONTO, *Plaintiffs,*  
and

JOHN G. BOWES, *Defendant.*

This cause coming on to be heard and debated before this Court, on the 27th and 28th days of June last, in the presence of Counsel learned on both sides, and the pleadings in this cause being opened; upon debate of the matter, and upon hearing read the evidence and documents in that behalf mentioned in the minute entered in the Registrar's book at the time of the hearing, and upon hearing what was alleged by Counsel aforesaid, this Court did order that this cause should stand for judgment: and this cause standing for judgment this day in the paper of causes, this Court doth declare the said John G. Bowes to have been and to be a Trustee for the City of Toronto of the profit received by him from the sale of the Debentures in question in this cause.

And this Court doth further declare that the said John G. Bowes, being such Trustee as aforesaid, was incapable of acquiring, and did not in fact acquire, any personal interest in the said Debentures.

And this Court doth find and declare that the amount of profit derived by the said John G. Bowes as aforesaid consists of the following particulars : that is to say, of certain sums of money, amounting together to the sum of £4115 17s. 3d. ; together with interest on the same sums from the respective times which they were received by the said John G. Bowes, until the day of payment, and which interest up to the day of the date of this Decree, amounts to the sum of £406 6s. 7d., such profit altogether to the day of the date hereof being the sum of £4,522 3s. 10d. And this Court doth order that the said John G. Bowes do within ten days after service upon him of this Decree, pay to the said Plaintiffs, or as they shall appoint, the said sum of £4522 3s. 10d., together with interest on the said sum of £4115 17s. 3d. from the day of the date hereof until the day of payment.

And this Court doth further order that the said John G. Bowes do pay to the Plaintiffs or the bearer hereof their costs of this suit, immediately after service upon him of this Decree, and the Master's certificate of taxation of the said costs. And it is hereby referred to the said Master to tax the said costs, in case the parties differ about the same.

(Signed,)

A. GRANT,

Registrar

Entd.—A. G.



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## LIST OF PETITIONS

Presented during the present Session of Parliament, against the discretionary power of Commutation, showing the place whence each Petition emanated, the number of Signatures to it, and the name of the Member who presented it; prepared in conformity to the order of the House of the 30th ultimo.

| By whom presented.    | Name of Petitioner.          | Whence emanated.             | No. of Signatures. |
|-----------------------|------------------------------|------------------------------|--------------------|
| Mr. Brown...          | James Smith, et al           | County of Lanark             | 34                 |
| Mr. Mackenzie...      | J. B. Powell, et al          | do Leeds                     | 73                 |
| do                    | Peter Cole, et al            | do do                        | 69                 |
| Mr. Biggar...         | W. B. Whittier, et al        | do Prince Edward             | 83                 |
| Mr. Wilson            | Daniel Macfie, et al         |                              | 95                 |
| Mr. Hartman           | John A. Saugster, et al      | Counties of York and Ontario | 96                 |
| Mr. Dorion (Drummond) | W. J. Alexander, et al       | County of Drummond           | 119                |
| Mr. Foley             | H. S. Huber, et al           | do Waterloo                  | 72                 |
| Mr. Aikins            | Revd. J. Pringle, et al      | do Peel                      | 75                 |
| do                    | John Watson, et al           | do do                        | 87                 |
| Mr. Dorion (Drummond) | Patrick McCabe, et al        | Township of Wickham          | 163                |
| Mr. Brown             | James Osborne, et al         | City of Hamilton             |                    |
| do                    | Revd. A. Cross, et al        | County of Oxford             | 117                |
| do                    | J. Martin, et al             | do Halton                    | 80                 |
| do                    | Revd. A. Melville, et al     | Township of Pembroke         | 75                 |
| do                    | P. Rymal, et al              | County of Wentworth          | 78                 |
| Mr. Aikins            | W. Allan, et al              | do Peel                      | 78                 |
| do                    | J. McCartney, et al          | do do                        | 81                 |
| do                    | A. McLaren, et al            | Township of Caledon          | 35                 |
| do                    | R. W. Copeland, et al        | County of Peel               | 23                 |
| Mr. Mackenzie         | A. Rose, et al               | do Peterborough              | 70                 |
| do                    | J. Couatts, et al            | do Ontario                   | 21                 |
| do                    | G. White, et al              | do do                        | 107                |
| Mr. Brown             | Revd. K. M. Fenwick, et al   | City of Kingston             | 256                |
| Mr. Fergusson         | J. Coekburn, et al           |                              | 66                 |
| Mr. Brown             | Rev. J. McLachlin, et al     | County of Halton             | 52                 |
| do                    | Rev. J. W. Scoble, et al     | do Argenteuil                | 53                 |
| do                    | Rev. Walter Scott, et al     | do do                        | 83                 |
| Mr. Aikins            | John Snell, et al            | do Peel                      | 63                 |
| Mr. Mackenzie         | Thomas Webster, et al        | City of Hamilton             |                    |
| do                    | J. McQueen, et al            | Township of Pilkington       | 52                 |
| Mr. Ferris            | John Craig, et al            | County of Waterloo           | 50                 |
| do                    | Alex. Buchanan, et al        | do do                        | 53                 |
| Mr. Foley             | Graham Watson, et al         | do do                        | 72                 |
| do                    | J. B. Snyder, et al          | do do                        | 26                 |
| Mr. Frazer            | W. Woodruff, et al           | Township of Niagara          | 110                |
| do                    | Adam Young, et al            | County of Welland            | 13                 |
| do                    | John Stark, et al            | do do                        | 18                 |
| do                    | Jacob L. Dell, et al         | do do                        | 17                 |
| do                    | W. Wilkins, et al            | do do                        | 20                 |
| do                    | Jesse Henry, et al           | do do                        | 24                 |
| do                    | W. Henderson, et al          | do do                        | 24                 |
| Mr. Mackenzie         | Liberty Watrous, et al       | do Leeds                     | 53                 |
| do                    | S. Falconbridge, et al       | do Wellington                | 81                 |
| do                    | Rev. H. Doeham, et al        | do York                      | 92                 |
| do                    | Robert Lambert, Senr., et al | do Lincoln                   | 87                 |
| do                    | Jacob Turner, et al          | do Haldimand                 | 51                 |
| do                    | R. B. Cook, et al            | do Ontario                   | 22                 |

LIST of Petitions presented during the present Session of Parliament, against the discretionary power of Commutation, &c.—(Continued.)

| By whom presented. | Name of Petitioner.           | Whence emanated.                     | No. of Signatures. |
|--------------------|-------------------------------|--------------------------------------|--------------------|
| Mr. Hartman        | Joel Draper, Senr., et al.    | Counties of York and Peel            | 54                 |
| do                 | A. Davis, et al.              | do do do                             | 73                 |
| do                 | W. Hilborne, et al.           | do do do                             | 88                 |
| Mr. Aikins         | H. Pearson, et al.            | County of Peel                       | 41                 |
| do                 | James McGuire, et al.         | do                                   | 35                 |
| do                 | Rev. D. B. Merry, et al.      | do                                   | 72                 |
| do                 | Orange Lawrence, et al.       | do                                   | 50                 |
| do                 | F. Silverthorn, et al.        | do                                   | 85                 |
| do                 | Thomas Sharp, et al.          | do                                   | 57                 |
| Mr. Brown          | Peter Rogers, et al.          | do                                   | 110                |
| do                 | John Dow, et al.              | do Carleton                          | 63                 |
| do                 | Rev. J. G. Bull, et al.       | do Prince Edward                     | 86                 |
| do                 | S. Stewart, et al.            | do Frontenac                         | 94                 |
| do                 | John Fanshen, et al.          | Township of Dawn                     | 38                 |
| do                 | A. Scarlett, et al.           | do do                                | 37                 |
| do                 | James Nelson, et al.          | County of Lambton                    | 27                 |
| do                 | Jacob Rymel, et al.           | do Wentworth                         | 52                 |
| do                 | Municipality Township, MacNab | do Renfrew                           | 1                  |
| do                 | A. Ellis, et al.              | do Lambton                           | 32                 |
| do                 | S. McCutcheon, et al.         | Township of Vaughan                  | 77                 |
| do                 | Rev. W. Lochead, et al.       | County of Carleton                   | 66                 |
| do                 | H. McKenny, et al.            | do Essex                             | 53                 |
| do                 | Adam S. Argo, et al.          | do Wellington                        | 104                |
| do                 | A. G. Hall, et al.            | do Lanark                            | 90                 |
| Mr. Ferrie         | A. Ferrie, Jurr., et al.      | City of Hamilton                     |                    |
| do                 | A. Bigelow, et al.            | do do                                |                    |
| Mr. Church         | Rev. W. J. Macdowell, et al.  | County of Grenville                  | 106                |
| Mr. Frazer         | Alex. Reid, et al.            | do Welland                           | 69                 |
| do                 | J. G. Spencer, et al.         | do do                                | 24                 |
| Mr. Foley          | John Kein, et al.             | do Waterloo                          | 72                 |
| do                 | Alex. McBride, et al.         | do Elgin                             | 51                 |
| Mr. Jackson        | R. Paterson, et al.           | do Grey                              | 210                |
| Mr. Hartman        | J. Pileher, et al.            | do Elgin                             | 12                 |
| Mr. Aikins         | Rev. D. Coutts, et al.        | do Peel                              | 77                 |
| do                 | Thomas Mellroy, et al.        | do do                                | 20                 |
| Mr. Brown          | John Ross, et al.             | Townships of Tuckersmith and Stanley | 470                |
| do                 | John Anderson, et al.         | County of Wellington                 | 40                 |
| do                 | P. D. Bisset, et al.          | do Elgin                             | 69                 |
| Hon. Mr. Merritt   | Jacob Upper, et al.           | do Lincoln                           | 40                 |
| Mr. Fergusson      | Joseph Wood, et al.           | Township of Eramosa                  | 10                 |
| do                 | James Peters, et al.          | do do                                | 19                 |
| do                 | T. Armstrong, et al.          | do do                                | 34                 |
| do                 | Robert Scott, et al.          | do do                                | 46                 |
| Mr. Gould          | J. P. Plank, et al.           | County of Ontario                    | 69                 |
| Mr. Ferrie         | W. Osborne, et al.            | do Waterloo                          | 532                |
| do                 | R. Wyllie, et al.             | Township of North Dumfries           | 206                |
| do                 | John Watson, et al.           | County of Waterloo                   | 74                 |
| do                 | W. Tilt, et al.               | do do                                | 40                 |
| Mr. Frazer         | Jacob Current, et al.         | do Welland                           | 430                |
| do                 | Muny. Township Willoughby     | Township of Willoughby               | 5                  |
| Mr. Foley          | H. B. Bowman, et al.          | County of Waterloo                   | 88                 |
| do                 | John A. Macfie, et al.        | do do                                | 71                 |
| do                 | A. Buchanan, et al.           | do do                                | 45                 |
| do                 | James DeWitt, et al.          | Port Royal                           | 23                 |
| do                 | John A. Stearns, et al.       | County of Norfolk                    | 77                 |
| do                 | S. P. Maybe, et al.           | Township of Walsingham               | 84                 |
| do                 | Luke Cook, et al.             | do Middleton                         | 30                 |
| do                 | W. McClellan, et al.          | do do                                | 53                 |
| Mr. Brown          | Joseph Carden, et al.         | County Wellington                    | 147                |
| do                 | George Robb, et al.           | do Elgin                             | 69                 |
| do                 | James Brown, et al.           | Township of Fullarton                | 92                 |
| do                 | K. Murchison, et al.          | do Fenelon                           | 27                 |
| do                 | Hosea Baker, et al.           | County of Elgin                      | 64                 |

## List of Petitions presented during the present Session of Parliament, against the discretionary power of Commutation, &amp;c.—(Continued.)

| By whom presented. | Name of Petitioner.       | Whence emanated.                | No. of Signatures. |
|--------------------|---------------------------|---------------------------------|--------------------|
| Mr. Brown          | W. Clements, et al.       | County of Middlesex.            | 47                 |
| do                 | W. Marsh, et al.          | Township of Dorchester.         | 35                 |
| do                 | John Mason, et al.        | County of Elgin.                | 18                 |
| do                 | Rev. J. Corbett, et al.   | do Ottawa.                      | 95                 |
| do                 | D. W. Rowland, et al.     | do Elgin.                       | 74                 |
| do                 | A. Ross, Junr., et al.    | Township of Eldon.              | 98                 |
| do                 | J. McIntyre, et al.       | County of Renfrew.              | 42                 |
| do                 | O. G. Collemore, et al.   | Township of Sombra.             | 94                 |
| do                 | John Drierly, et al.      | County of Middlesex.            | 20                 |
| do                 | A. Hossie, Scur., et al.  | Township of Moore.              | 45                 |
| do                 | John Graham, et al.       | County of Huntingdon.           | 29                 |
| do                 | James Reid, et al.        | Township of Sombra.             | 32                 |
| do                 | J. McGregor, et al.       | County of Kent.                 | 37                 |
| do                 | James J. Teeple, et al.   | do Elgin.                       | 69                 |
| do                 | John Watson, A.M., et al. | do Huntingdon.                  | 29                 |
| do                 | James Gordon, et al.      | do Huron.                       | 53                 |
| do                 | Rev. W. Graham, et al.    | do do.                          | 81                 |
| do                 | A. Dickson, et al.        | do do.                          | 68                 |
| do                 | A. Pritchard, et al.      | do Ottawa.                      | 106                |
| do                 | D. S. McLaren, et al.     | do Lambton.                     | 75                 |
| do                 | John McKay, et al.        | do Grey.                        | 30                 |
| do                 | Robert Gibbons, et al.    | do Goderich.                    | 75                 |
| do                 | J. Palmer, et al.         | Township of Sombra.             | 39                 |
| do                 | Rev. M. Bar, et al.       | do McKillop.                    | 80                 |
| do                 | T. Falconer, et al.       | County of Peel.                 | 35                 |
| do                 | R. Blackwood, et al.      | do Elgin.                       | 80                 |
| do                 | D. McPherson, et al.      | do do.                          | 78                 |
| do                 | R. H. Travers, et al.     | do do.                          | 38                 |
| Mr. Daly           | J. Hyde, M.D., et al.     | do Perth.                       | 93                 |
| do                 | J. H. Dunsmore, et al.    | do do.                          | 2                  |
| do                 | A. Grant, et al.          | County of Perth.                | 76                 |
| Mr. Hartman        | P. Bogart, et al.         | do York.                        | 84                 |
| do                 | T. Playter, et al.        | West Riding—County of York.     | 90                 |
| do                 | J. Kavanagh, et al.       | County of York.                 | 70                 |
| do                 | G. Hughes, et al.         | do do.                          | 80                 |
| Mr. Aikins         | W. W. Walker, et al.      | do Peel.                        | 50                 |
| do                 | T. Henry, M.D., et al.    | do do.                          | 27                 |
| do                 | W. Ward, et al.           | do do.                          | 27                 |
| do                 | S. G. Ogden, et al.       | do do.                          | 26                 |
| do                 | J. Watson, et al.         | do do.                          | 32                 |
| do                 | W. McDonald, et al.       | do do.                          | 76                 |
| Mr. Chisholm       | T. Baxter, et al.         | do Halton.                      | 52                 |
| Mr. Christie       | J. Heslop, et al.         | do Wentworth.                   | 78                 |
| Hon. Mr. Rolph     | J. Barber, et al.         | do Norfolk.                     | 46                 |
| Mr. Mackenzie      | H. Matheson, et al.       | do Bruce.                       | 86                 |
| do                 | J. McIntosh, et al.       | Townshs. of Arthur & Garafnaxa. | 102                |
| do                 | J. L. Shell, et al.       | Township of Markham.            | 24                 |
| do                 | J. Burrows, et al.        | Counties of Brant and Waterloo. | 68                 |
| do                 | W. Bethune, et al.        | Township of Walpole.            | 21                 |
| do                 | Horace Capron, et al.     | County of Brant.                | 108                |
| do                 | D. Smellie, et al.        | Townships of Vaughan and York.  | 92                 |
| do                 | J. Doner, Junr., et al.   | Township of Markham.            | 30                 |
| do                 | J. Kerk, M.D., et al.     | County of Haldimand.            | 38                 |
| do                 | J. Williams, et al.       | Township of Markham.            | 17                 |
| do                 | J. McKenzie, et al.       | do do.                          | 13                 |
| do                 | J. Burgess, et al.        | County of York.                 | 13                 |
| do                 | G. M. Butchart, et al.    | do Grey.                        | 85                 |
| Mr. Hartman        | S. Pearson, et al.        | do York.                        | 45                 |
| do                 | B. Lepard, et al.         | do do.                          | 55                 |
| do                 | Rev. T. Wightman, et al.  | do York.                        | 115                |
| do                 | J. Jackson, et al.        | do do.                          | 68                 |
| Mr. Frazer         | H. Disber, et al.         | do Lincoln.                     | 98                 |
| do                 | H. Kalar, et al.          | do Welland.                     | 34                 |
| do                 | D. McFarland, et al.      | do do.                          | 45                 |

LIST of Petitions presented during the present Session of Parliament, against the discretionary power of Commutation, &c.—(Continued.)

| By whom presented.  | Name of the Petitioner.         | Whence emanated.                    | No. of Signatures. |
|---------------------|---------------------------------|-------------------------------------|--------------------|
| Mr. Ferrie          | G. Hislop, et al.               | County of Waterloo                  | 48                 |
| Mr. Fergusson       | C. McMillan, et al.             | do Wellington                       | 162                |
| Mr. Biggar          | G. Bryce, et al.                | do Brant                            | 43                 |
| Hon. Mr. Rolph      | J. W. Stone, et al.             | Township of Walsingham              | 63                 |
| Mr. Christie        | R. Gillespie, et al.            | County of Brant                     | 45                 |
| do                  | Reverend E. Clark, et al.       | do do                               | 44                 |
| do                  | Reverend S. L. Davidson, et al. | Town of Brantford                   | 141                |
| Mr. Wright          | W. Muir, et al.                 | Township of Scarboro'               | 84                 |
| do                  | J. C. Burr, et al.              | do Markham                          | 84                 |
| Mr. Foley           | N. Lamson, et al.               | County of Norfolk                   | 64                 |
| Hon. J. S. McDonald | J. McDonald, et al.             | Township of East Nissouri           | 83                 |
| do                  | J. McLeod, et al.               | do Kincairdine                      | 108                |
| do                  | J. McLean, et al.               | do Bruce                            | 95                 |
| Mr. Mackenzie       | W. Ross, et al.                 | County of Lincoln                   | 63                 |
| do                  | G. Luanan, et al.               | Township of Collingwood             | 131                |
| do                  | W. Purdy, et al.                | County of Lincoln                   | 33                 |
| do                  | M. Gill, et al.                 | do Haldimand                        | 85                 |
| do                  | W. Hume, M.D., et al.           | do do                               | 32                 |
| do                  | D. Campbell, et al.             | do do                               | 44                 |
| Mr. Daly            | B. Grant, et al.                | do Perth                            | 57                 |
| Mr. Delong          | A. Parish, et al.               | do Leeds                            | 54                 |
| do                  | T. Hayes, et al.                | South Riding—County of Leeds        | 41                 |
| Mr. Aikins          | W. Speirs, et al.               | County of Peel                      | 27                 |
| do                  | J. Figg, et al.                 | do do                               | 37                 |
| do                  | J. Podden, et al.               | do do                               | 55                 |
| do                  | J. Hoggart, et al.              | do do                               | 20                 |
| Mr. Christie        | C. C. Smith, et al.             | Township of South Dumfries          | 81                 |
| Mr. Foley           | J. B. Bowman, et al.            | County of Waterloo                  | 27                 |
| do                  | A. Thompson, et al.             | do Norfolk                          | 35                 |
| Mr. Mackenzie       | W. Dalziel, et al.              | do York                             | 53                 |
| do                  | A. Willcox, et al.              | do Peel                             | 65                 |
| Mr. Foley           | E. Bristow, et al.              | do Waterloo                         | 25                 |
| Mr. Fergusson       | T. Anderson, et al.             | do Wellington                       | 272                |
| Mr. Brown           | J. Stock, et al.                | do do                               | 73                 |
| do                  | Rev. G. Patten, et al.          | Township of Bleenheim               | 18                 |
| do                  | Rev. D. Currey, et al.          | County of Oxford                    | 30                 |
| do                  | J. Wilkie, et al.               | do Wellington                       | 23                 |
| do                  | J. Walker, et al.               | Township of McKillop                | 31                 |
| do                  | J. Covans, et al.               | County of Haldimand                 | 64                 |
| do                  | Rev. A. F. Macauley, et al.     | Township of Nassagaweya             | 81                 |
| do                  | Peter Reid, et al.              | do do                               | 104                |
| do                  | D. McLeary, et al.              | do Moore                            | 38                 |
| do                  | W. Heron, et al.                | N. W. Section—Township of<br>Whitby | 71                 |
| do                  | S. Smith, et al.                | Township of Moore                   | 16                 |
| do                  | W. Dunbar, et al.               | County of Ontario                   | 54                 |
| do                  | Rev. P. Gray, et al.            | do Lanark                           | 105                |
| do                  | R. Cameron, et al.              | Township of East Nissouri           | 127                |
| do                  | J. Bowls, et al.                | County of Sombr.                    | 58                 |
| do                  | S. P. Hicks, et al.             | do do                               | 30                 |
| do                  | Henry Hall, et al.              | Township of Binbrook                | 23                 |
| do                  | D. McPhail, et al.              | do Bruce                            | 52                 |
| do                  | J. Brown, Senr., et al.         | County of Wentworth                 | 48                 |
| do                  | J. A. Ironside, et al.          | do Wellington                       | 48                 |
| do                  | R. Edmondson, et al.            | Town of Brockville                  | 82                 |
| Mr. Hartman         | J. Terry, et al.                | County of York                      | 66                 |
| Mr. Aikins          | Dr. Haggard, et al.             | do Peel                             | 121                |
| Mr. Mackenzie       | R. Reid, et al.                 | do Bruce                            | 30                 |
| do                  | J. Bingleman, et al.            | Township of Rainham                 | 54                 |
| do                  | J. Kent, et al.                 | do do                               | 78                 |
| do                  | G. Brodie, Senr., et al.        | do Markham                          | 94                 |
| do                  | R. Bruce, et al.                | County of York                      | 4                  |
| Mr. Daly            | D. A. Robertson, et al.         | do Perth                            | 36                 |
| Mr. Foley           | U. Corlis, et al.               | Township of Townsead                | 18                 |

LIST of Petitions presented during the present Session of Parliament, against the discretionary power of Commutation, &c.—(Continued.)

| By whom presented.  | Name of Petitioner.        | Whence emanated.                        | No. of Signatures. |
|---------------------|----------------------------|-----------------------------------------|--------------------|
| Mr. Brown           | G. Shepard, et al.         | City of Hamilton                        |                    |
| Mr. Mackenzie       | R. McNair, et al.          | Township of Vaughan                     | 140                |
| do                  | W. Jones, et al.           | do Rainham                              | 21                 |
| do                  | J. Frazer, et al.          | County of Wentworth                     | 31                 |
| Mr. Hartman         | J. Austin, et al.          | do Simcoe                               | 30                 |
| do                  | W. Gilroy, et al.          | Township of Whitchurch                  | 93                 |
| Mr. Foley           | J. Walker, et al.          | County of Norfolk                       | 72                 |
| Mr. Ferric          | D. Reist, et al.           | do Waterloo                             | 41                 |
| do                  | A. Lightbody, et al.       | do Wellington                           | 82                 |
| do                  | T. G. S. Nevills, et al.   | do Waterloo                             | 1                  |
| do                  | G. Thomson, et al.         | do do                                   | 68                 |
| Mr. Hartman         | J. Davis, et al.           | do York                                 | 30                 |
| do                  | J. Wells, et al.           | do do                                   | 25                 |
| do                  | H. Stewart, et al.         | do do                                   | 46                 |
| Mr. Mackenzie       | J. Bamberger, et al.       | do South Wentworth                      | 39                 |
| do                  | Donald Black, et al.       | do Wellington                           | 48                 |
| do                  | F. H. Ward, et al.         | do Middlesex                            | 81                 |
| do                  | J. McLean, et al.          | do York                                 | 54                 |
| Mr. Biggar          | C. Hedgers, et al.         | do West Brant                           | 67                 |
| Mr. Brown           | Session of Chalmers Church | do Kingston                             | 1                  |
| do                  | Rev. W. Frazer, et al.     | Townships of West Gwillimbury and Zorra | 111                |
| do                  | J. Spittal, et al.         | Counties of Wentworth and Halton        | 58                 |
| do                  | Rev. S. Harris, et al.     | Township of Sarnia                      | 245                |
| do                  | G. Cheyne, et al.          | County of Wentworth                     | 100                |
| Mr. Wright          | J. R. Lamoureux, et al.    | do Huntingdon                           | 53                 |
| do                  | W. Nicol, et al.           | do York                                 | 57                 |
| do                  | J. Scott, et al.           | Village of Napanee                      | 72                 |
| Mr. Aikins          | W. Johnston, et al.        | County of Peel                          | 64                 |
| Mr. Foley           | P. Smith, et al.           | do Waterloo                             | 48                 |
| do                  | W. Collyer, et al.         | Township of Townsend                    | 119                |
| do                  | O. M. Smith, et al.        | do Charlotteville                       | 44                 |
| Mr. Matheson        | J. H. Ford, et al.         | County of Oxford                        | 83                 |
| Mr. Hartman         | S. Johnston, et al.        | County of York                          | 17                 |
| Mr. Freeman         | J. Hayward, et al.         | do Wentworth                            | 75                 |
| Mr. Scatcherd       | R. Irwin, et al.           | do Middlesex                            | 81                 |
| Mr. Church          | J. Leeming, et al.         | do Grenville                            | 33                 |
| Mr. Christie        | Rev. D. Caw, et al.        | Village of Paris                        | 95                 |
| Mr. Brown           | A. Munro, et al.           | County of Middlesex                     | 105                |
| do                  | A. Hope, et al.            | City of London                          | 72                 |
| do                  | E. Price, et al.           | County of Elgin                         | 75                 |
| do                  | J. Glendinning, et al.     | Township of Westminster                 | 85                 |
| do                  | Alum Marre, et al.         | County of Elgin                         | 43                 |
| do                  | Henry Munro, et al.        | do do                                   | 38                 |
| do                  | J. Smith, et al.           | do do                                   | 7                  |
| do                  | L. Baldwin, et al.         | do do                                   | 24                 |
| do                  | W. Beattie, et al.         | Township of Westminster                 | 90                 |
| do                  | G. Johnston, et al.        | County of Argenteuil                    | 48                 |
| do                  | D. Parish, et al.          | do Elgin                                | 72                 |
| Hon. J. S. McDonald | M. McGillivray, et al.     | do Glengarry                            | 614                |
| Hon. Mr. Merritt    | John Grant, et al.         |                                         | 49                 |
| do                  | W. James, et al.           |                                         | 40                 |
| Mr. Frazer          | W. C. Moore, et al.        | County of Welland                       | 41                 |
| do                  | J. Gilmore, et al.         | do do                                   | 41                 |
| do                  | A. Johnston, et al.        | do do                                   | 42                 |
| do                  | Orange Schyres, et al.     | do do                                   | 112                |
| Mr. Gould           | M. Gillespie, et al.       | do Ontario                              | 38                 |
| Mr. Freeman         | J. Hamilton, et al.        | North Riding of Wentworth               | 223                |
| Mr. Brown           | W. Ford, et al.            | Township of Moore                       | 20                 |
| Mr. Freeman         | J. Coleman, et al.         | North Riding of Wentworth               | 487                |
| Mr. Munro           | J. Burke, et al.           | Village of Bowmanville                  | 84                 |
| do                  | M. Jones, et al.           | Township of Darlington                  | 250                |
| Mr. Foley           | P. Winger, et al.          | do Woolwich                             | 68                 |

LIST of Petitions presented during the present Session of Parliament, against the discretionary power of Commutation, &c.—(Continued.)

| By whom presented.          | Name of the Petitioner.     | Whence emanated.                 | No. of Signatures. |
|-----------------------------|-----------------------------|----------------------------------|--------------------|
| Mr. Frazer                  | G. H. Wright, et al         | County of Welland                | 112                |
| Mr. Brown                   | A. Inglis, et al.           | Township of Plympton             | 47                 |
| do                          | J. Thomson, et al           | County of Huron                  | 50                 |
| do                          | J. Riddel, et al.           |                                  | 152                |
| do                          | J. W. Rose, et al           | County of Kent                   | 1171               |
| Mr. Scatcherd               | J. McIntosh, et al.         | Township of Mosa                 | 76                 |
| Mr. Wright                  | A. Telfer, et al.           | Counties of York and Peel        | 67                 |
| Mr. Fergusson               | G. Sunley, et al.           |                                  | 134                |
| do                          | R. Torrance, et al.         | County of Wellington.            | 38                 |
| do                          | F. Beattie, et al.          | do do                            | 49                 |
| Mr. Smith (Northumberland.) | Rev. T. Snell, et al.       | do Northumberland                | 180                |
| Mr. Christie                | W. Skelley, et al.          | Township of Onkland              | 56                 |
| Mr. Brown                   | T. Short, et al.            | do Otonabee                      | 53                 |
| do                          | W. Learmounsh, et al.       | County of Peterborough.          | 66                 |
| do                          | G. Hamilton, et al.         | do Perth.                        | 20                 |
| do                          | J. W. Parmenter, et al      | Village of Gananoque.            | 152                |
| Mr. Mackenzie.              | A. Nash, et al.             | South Cayuga and other Townships | 89                 |
| do                          | D. Campbell, et al.         | Township of Cayuga.              | 64                 |
| do                          | W. Purdy, et al.            | County of Grey                   | 36                 |
| do                          | C. Latshaw, et al.          | do Brant.                        | 28                 |
| do                          | W. Holmes, et al            | do Haldimand                     | 87                 |
| do                          | J. Black, et al.            | Townships of Guelph and Eramosa  | 78                 |
| Mr. Biggar                  | S. D. Malcolm, et al.       | County of Brant                  | 47                 |
| Hon. Mr. Rolph.             | E. Bingham, et al           | do Norfolk                       | 34                 |
| do                          | John P. Barrett et al       | do do                            | 40                 |
| Mr. Hartman                 | W. A. Wallis, et al         | Counties of York and Peel        | 66                 |
| Mr. Langton                 | W. Hall, et al              | County of Peterborough.          | 66                 |
| do                          | James Hall, et al.          | do do                            | 77                 |
| do                          | Hoyes Lloyd, et al.         | do do                            | 64                 |
| Mr. Foley                   | F. A. Potter, et al.        | Town of Berlin                   | 70                 |
| do                          | W. McMahon, et al.          | County of Waterloo               | 38                 |
| Hon. Mr. Cameron            | M. Perdue, et al.           | do Peel.                         | 11                 |
| Mr. Mackenzie               | J. B. Smith, et al          | Townships of Canboro and Walpole | 30                 |
| do                          | Hugh Campbell, et al        | Township of Lancaster.           | 111                |
| Mr. Brown                   | Thomas Craig, et al.        | Townships of Megantic and Leeds  | 106                |
| Hon. J. S. Macdonald.       | Donald McLeod, et al        | Township of Charlottenburgh      | 171                |
| Mr. Scatcherd               | Donald Muirs, et al.        | do William                       | 150                |
| Mr. Foley.                  | John Meyer, et al           | do Woolwich                      | 23                 |
| Mr. Frazer                  | Robert McCallister, et al   | County of Welland                | 25                 |
| Mr. Aikins                  | W. T. Shaver                | do York.                         | 76                 |
| Mr. Scatcherd               | Wm. Whillans, Junr., et al. | do Middlesex                     | 85                 |
| Hon. Mr. Rolph.             | Henry Anderson, et al       | do Norfolk                       | 61                 |
| Mr. Hartman                 | Edward Bull, et al          | Counties of York and Peel.       | 46                 |
| Mr. Aikins                  | T. Swinarton, et al         | do do do                         | 55                 |
| Mr. Mackenzie               | J. W. Campbell, et al       | do Lincoln and Welland           | 40                 |
| Mr. Gould.                  | Peter Anderson, et al.      |                                  | 15                 |
| do                          | Robert Wells, et al.        | County of Ontario.               | 63                 |
| Mr. Mackenzie.              | Simon Clumas, et al         | Township of Oneida               | 148                |

RECAPITULATION.

Total number of signatures ..... 25,536

NOTE.—The five blanks for the number of signatures cannot be filled up at present, because the Petitions are out of the office.

W. B. LINDSAY,  
Clk. Ass.

Clerk's Office, Legislative Assembly,  
9th May, 1855.

# R E T U R N

To an Address from the Legislative Assembly, of the 9th November, 1854; for Statement of Sums paid for Official Advertisements, and name of each Journal in which such Advertisements were published, &c.

By Command.

GEO. ET. CARTIER,

Secretary.

SECRETARY'S OFFICE,

Quebec, 9th May, 1855.

STATEMENT of all SUMS of MONEY paid for OFFICIAL ADVERTISEMENTS, by the PROVINCIAL SECRETARY'S DEPARTMENT, from 1st January, 1853, to 1st September, 1854, with the name of each Journal, &c., and the Dates and General Description of the Advertisements.

| DATE<br>OF<br>PAYMENT.    | NAME<br>OF<br>JOURNAL. | General Description of Advertisements.                                   | Amount<br>paid. |    |    |
|---------------------------|------------------------|--------------------------------------------------------------------------|-----------------|----|----|
|                           |                        |                                                                          | £               | s. | d. |
| April 30, 1853..          | St. John's News....    | Effects of deceased Seamen .....                                         | 1               | 12 | 6  |
| August 3, do ..           | Quebec Gazette ....    | Information relating to one Rd. Fudge....                                | 0               | 10 | 10 |
| do 19, do ..              | do .....               | Effects of deceased Seamen .....                                         | 1               | 8  | 4  |
| September 17, do ..       | Canadien .....         | List of persons to whom Tavern Licenses granted, Montreal District. .... | 7               | 16 | 0  |
| do 28, do ..              | Minerve .....          | do do do .....                                                           | 8               | 16 | 8  |
| October 5, do ..          | Pilot.....             | Effects of deceased Seamen .....                                         | 1               | 11 | 6  |
| <i>Carried over</i> ..... |                        |                                                                          | £               | 21 | 15 |
|                           |                        |                                                                          |                 | 10 |    |

STATEMENT of all SUMS of MONEY paid for OFFICIAL ADVERTISEMENTS by the PROVINCIAL SECRETARY'S DEPARTMENT, &c.—(Continued.)

| DATE<br>OF<br>PAYMENT. | NAME<br>OF<br>JOURNAL.         | General Description of Advertisements.                           | Amount<br>paid. |    |    |
|------------------------|--------------------------------|------------------------------------------------------------------|-----------------|----|----|
|                        |                                |                                                                  | £               | s. | d. |
|                        |                                | <i>Brought over</i> .....                                        | 21              | 15 | 10 |
| April 8, 1855..        | Quebec Colonist....            | Matron for Lunatic Asylum and notice to wounded Militiamen ..... | 1               | 14 | 6  |
| June 20, do ..         | Old Countryman (Toronto) ..... | Medical Superintendent Lunatic Asylum..                          | 1               | 18 | 4  |
| July 8, do ..          | Minerve .....                  | Effects of deceased Seamen .....                                 | 1               | 17 | 6  |
| August 15, do ..       | Quebec Colonist....            | Shipping information .....                                       | 2               | 7  | 10 |
|                        |                                | Total .....                                                      | £ 29            | 9  | 0  |

Certified,

GEO. ET. CARTIER,  
*Secretary.*

OFFICE OF ATTORNEY GENERAL FOR UPPER CANADA.

QUEBEC, 15th November, 1854.

Sir,—In answer to your letter of the 13th instant, requesting me to furnish you with a statement of all sums of money paid for Official Advertisements by my Department, from 1st January, 1853, to the 1st September, 1854, I have the honor to state that no sums of money have been paid by my department during the above mentioned period for Advertisements.

I have the honor to be, Sir,  
Your most obedient Servant,

JOHN A. MACDONALD,  
Attorney General for Upper Canada.

The Honorable P. J. O. CHAUVEAU,  
Provincial Secretary, &c., &c.



## CROWN LAW DEPARTMENT.

Quebec, November 14th, 1854.

Sir,—In reply to your letter of yesterday's date, requesting me to furnish a Statement of all sums of money paid for Official Advertisements by my Department, from the 1st January, 1853, to the 1st September, 1854, with the name of each Journal,—with the exception of the Canada Gazette, in which such Advertisements were published,—and the dates and general description of the Advertisements, I have the honor to inform you that no Official Advertisements have emanated from my Office during the above period.

I have the honor to be, Sir,

Your most obedient Servant,

LEWIS T. DRUMMOND,  
Attorney General, L.C.ETIENNE PARENT, Esquire,  
Assistant Secretary.

## EXECUTIVE COUNCIL OFFICE,

Quebec, 15th November, 1854.

Sir,—In reply to your communication of 13th instant, requesting a statement of all sums of money paid for Official Advertisements by this Department, from 1st January, 1853, to 1st September, ultimo, with the name of the Journal (other than the Canada Gazette) in which such advertisements were published, I have the honor to state, that no Advertisements of any description were sent from this Office to any Journal (except the Canada Gazette) for publication, during the period stated in your letter.

I have the honor to be, Sir,

Your most obedient Servant,

WM. H. LEE,  
C.E.C.E. PARENT, Esquire,  
Assistant Secretary, (East.)

## POST OFFICE DEPARTMENT.

QUEBEC, 17th November, 1854.

Sir,—I am directed by the Post Master General to transmit herewith, in compliance with your letter of the 13th instant, a statement of the sums of money paid by this department for Official Advertisements, from the 1st January, 1853, to 1st September, 1854.

I have the honor to be, Sir,

Your most obedient Servant,

W. H. GRIFFIN,  
Secretary.E. PARENT, Esquire,  
Assistant Secretary, &c., &c., &c.



STATEMENT of SUMS of MONEY PAID for OFFICIAL ADVERTISEMENTS by the BUREAU of AGRICULTURE, from the 1st of January, 1853, to the 1st of September, 1854.

| DATE.              | NAME.                          | NOTICE.                                                                                                                 | Amount.  |    |    |
|--------------------|--------------------------------|-------------------------------------------------------------------------------------------------------------------------|----------|----|----|
|                    |                                |                                                                                                                         | £        | s. | d. |
| December 29, 1853. | Huron, Signal .....            | { For Tenders for Mill Reservation in the Township of Normanby, County of Grey, see Copy of Notices on following page } | 1        | 18 | 0  |
| do do do.          | Elora Backwoodsman .....       |                                                                                                                         | do do do | 2  | 3 | 4 |
| do do do.          | Brant Herald .....             | do do do                                                                                                                | 8        | 9  | 8  |
| January 3, 1854.   | Kingston Commercial Advertiser | do do do                                                                                                                | 0        | 19 | 0  |
| April 20, do.      | Brampton Mercury .....         | do do do                                                                                                                | 2        | 19 | 6  |
| do do do.          | Toronto Leader .....           | do do do                                                                                                                | 10       | 1  | 7  |
| do 29, do.         | London Free Press .....        | Printing Forms of applications for Patents, &c. ....                                                                    | 8        | 10 | 4  |
| May do do.         | do do .....                    | Mill Reservation, (Normanby) .                                                                                          | 2        | 8  | 9  |
| do do do.          | British Colonist .....         | do do ..                                                                                                                | 13       | 9  | 6  |
| August 24, do.     | The News, (St. John) .....     | do do ..                                                                                                                | 2        | 4  | 0  |
| do do do.          | Brant Herald .....             | Election of Members of Board of Agriculture .....                                                                       | 0        | 10 | 0  |
| do do do.          | Toronto Leader .....           | do do do                                                                                                                | 0        | 9  | 4  |
| do do do.          | The Comet .....                | Mill Reservation, (Normanby) .                                                                                          | 1        | 8  | 8  |
| November 11, do.   | Kingston Commercial Advertiser | Election of Members of Board of Agriculture .....                                                                       | 0        | 10 | 0  |
| Total .....        |                                | .....£                                                                                                                  | 51       | 1  | 8  |

ALLAN N. MACNAB,

*Minister of Agriculture.*

BUREAU OF AGRICULTURE,

Quebec, 17th September, 1854.

(Copy.)

## BUREAU OF AGRICULTURE,

QUEBEC, 23rd September, 1853.

SEALED TENDERS will be received until the FIRST of DECEMBER next, at the Office of the MINISTER of AGRICULTURE, from persons willing to become the purchasers of the MILL RESERVATION in the TOWNSHIP of NORMANBY, in the COUNTY of GREY, consisting of lots numbers fourteen, fifteen and sixteen, in the ninth and tenth concessions, containing together six hundred and ten acres, on the condition of building a Saw Mill and a Grist Mill on the said Mill Reservation; the successful competitor to take in a portable Mill, and keep the same in operation until the Grist Mill shall be finished.

The Saw Mill to be completed within one year, and the Grist Mill within two years from the first of January next, unless the Governor in Council shall (from the portable Mill answering the wants of the Settlers) prolong the time. The Saw Mill and the Grist Mill to be kept in full and efficient operation for ten years from the period of their completion respectively. The Saw Mill to be capable of sawing at least 2000 feet of board measure in twenty-four hours; the Grist Mill to have two run of Stones, and be capable of manufacturing in a merchantable manner, at least five bushels of Wheat per hour, for each run of Stones. Security will be required to the amount of £1000 in improved Real Estate, and the particulars of such Estate must accompany each Tender.

(Copy.)

## BUREAU OF AGRICULTURE,

QUEBEC, 8th May, 1854.

THE following Gentlemen are re-appointed MEMBERS of the BOARD of AGRICULTURE, for UPPER CANADA, for the current year, viz:—

R. L. DENISON, of Toronto.  
E. W. THOMPSON, do.  
HENRY RUTTAN, of Cobourg.  
JOHN WARLAND, of Guelph.

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

The Petition of

in the County of \_\_\_\_\_  
in the Province of Canada,

of

Humbly Sheweth,—That your Petitioner is a British Subject, and a Resident in this Province. That he hath invented \_\_\_\_\_ a

not known or used in this Province by others, his Invention \_\_\_\_\_ thereof, and not at the time of this application, in public use or for sale, with his consent or allowance, Drawings, Descriptions and Specifications thereof in Duplicate, have been deposited in the Bureau of Agriculture, pursuant to the Statute in such case made and provided.

Your Petitioner, therefore, humbly prays that your Excellency will be pleased to direct, that Her Majesty's Letters Patent may be granted to your Petitioner for the said Invention \_\_\_\_\_ for the Terms allowed by law, and your Petitioner as in duty bound will ever pray.

Declaration not required to be in Duplicate.

Province of Canada,  
County of  
To Wit:

of

Hereby solemnly declares and saith, that he verily believes he is the true Inventor of the for which he solicits a Patent by his Petition to His Excellency the Governor General, dated

Signed and Declared

before me, this

of

A.D.

185

J. P.

SPECIFICATION AND DESCRIPTION.

In Duplicate } To all to whom it may Concern. Be it known that I, of have invented a and I do hereby declare that the following is a full and exact description thereof:

What I claim as my Invention is

Witnesses.

Drawings to be in Duplicate, name of Invention on Top; and also a Certificate, thus:—"Certified to be the Drawings referred to in the Description and Specification hereunto annexed.

Witnesses.

A Model, showing the Improvement or Invention, is required by the Minister of Agriculture in all cases.

[NOTE.]

Parties are requested to be very particular in examining the Duplicates, and seeing that they are perfect.

The Fee of £5 is to accompany the application. All Documents to be addressed to the Minister of Agriculture, Québec.

A STATEMENT of all SUMS of MONEY paid for OFFICIAL ADVERTISEMENTS, by the CUSTOMS BRANCH of the INSPECTOR GENERAL'S DEPARTMENT, from the 1st January, 1853, to the 1st September, 1854, with the name of each Journal in which such Advertisements were published, and the Dates and General Description of the Advertisements, as required by an Address of the Honorable Legislative Assembly, dated 9th November 1854.

| NAME OF JOURNAL,               | DATE         |                | General Description of Advertisement,                                            | Amount Paid. |    |    |
|--------------------------------|--------------|----------------|----------------------------------------------------------------------------------|--------------|----|----|
|                                | OF           | ADVERTISEMENT. |                                                                                  | £            | s. | d. |
| Kingston News.....             | April        | — 1853         | Tolls, Provincial Canals .....                                                   | 10           | 10 | 0  |
| British Whig, Kingston .....   | do           | do do          | do, do do .....                                                                  | 12           | 1  | 8  |
| Brockville Recorder .....      | do           | do do          | do, do do .....                                                                  | 4            | 2  | 6  |
| Montreal Pilot .....           | do           | do do          | do, do do .....                                                                  | 9            | 7  | 0  |
| Commercial Advertiser .....    | do           | do do          | do, do do .....                                                                  | 2            | 5  | 0  |
| North American, Toronto.....   | do           | do do          | do, do do .....                                                                  | 13           | 1  | 0  |
| Port Hope Guide .....          | do           | do do          | do, do do .....                                                                  | 2            | 12 | 6  |
| Prescott Telegraph .....       | do           | do do          | do, do do .....                                                                  | 3            | 6  | 0  |
| Journal & Express, Hamilton .. | do           | do do          | do, do do .....                                                                  | 7            | 10 | 6  |
| La Minerve, Montreal .....     | do           | do do          | do, do do .....                                                                  | 6            | 8  | 0  |
| Quebec Gazette.....            | do           | do do          | do, do do .....                                                                  | 9            | 2  | 0  |
| Toronto Mirror.....            | do           | do do          | do, do do .....                                                                  | 4            | 19 | 0  |
| St. John's News, Canada East.. | do           | do do          | do, do do .....                                                                  | 2            | 4  | 0  |
| Morning Herald, Kingston ..... | do           | do do          | do, do do .....                                                                  | 5            | 4  | 0  |
| St. Catharines Journal.....    | do           | do do          | do, do do .....                                                                  | 4            | 4  | 0  |
| Niagara News .....             | January 18,  | do             | Tenders for certain Ferries,<br>Canada West.....                                 | 1            | 17 | 4  |
|                                | May 20,      | do             |                                                                                  |              |    |    |
|                                | September 1, | do             |                                                                                  |              |    |    |
|                                | do 23,       | do             |                                                                                  |              |    |    |
| Journal and Express, Hamilton. | do           | do, do         | do do, do .....                                                                  | 1            | 16 | 0  |
| Toronto Mirror .....           | do           | do, do         | do do, do .....                                                                  | 2            | 6  | 8  |
| Montreal Pilot .....           | do           | do, do         | do do, do .....                                                                  | 4            | 9  | 9  |
| Cornwall Freeholder.....       | do           | do, do         | do do, do .....                                                                  | 0            | 16 | 6  |
| Commercial Advertiser .....    | do           | do, do         | do do, do .....                                                                  | 2            | 7  | 11 |
| Kingston Morning Herald.....   | do           | do, do         | do do, do .....                                                                  | 2            | 12 | 6  |
| St. Catharines Journal.....    | do           | do, do         | do do, do .....                                                                  | 1            | 10 | 10 |
| Ottawa Argus .....             | do           | do, do         | do do, do .....                                                                  | 0            | 12 | 6  |
| Hastings Chronicle .....       | do           | do, do         | do do, do .....                                                                  | 1            | 5  | 0  |
| St. John's News, Canada East.. | do           | do, do         | do do, do .....                                                                  | 2            | 8  | 0  |
| Quebec Canadien .....          | do           | do, do         | do do, do .....                                                                  | 0            | 12 | 6  |
| La Minerve, Montreal .....     | do           | do, do         | do do, do .....                                                                  | 7            | 13 | 7  |
| Kingston News.....             | January 13,  | do             | Certain articles paying 12½ per cent, reduced to 2½ per cent..                   | 2            | 19 | 6  |
| Journal and Express, Toronto.. | July 4,      | do             | Being Wine reduced from 12½ to 2½ per cent. ....                                 | 1            | 5  | 0  |
| St. John's News, Canada East.. | do           | do, do         | do do do .....                                                                   | 1            | 18 | 1  |
| Morning Herald, Kingston ..... | do           | do, do         | do do do .....                                                                   | 0            | 16 | 6  |
| La Minerve, Montreal .....     | do           | do, do         | do do do .....                                                                   | 1            | 8  | 0  |
| Journal and Express, Hamilton. | April 28,    | do             | Certain Goods passing in Transitu.....                                           | 1            | 0  | 0  |
| St. John's News, Canada East.. | do           | do, do         | do do do .....                                                                   | 1            | 16 | 9  |
| Morning Herald, Kingston ..... | do           | do, do         | do do do .....                                                                   | 1            | 0  | 0  |
| British Whig do .....          | do           | do, do         | do do do .....                                                                   | 0            | 15 | 0  |
| Journal and Express, Hamilton. | May 2,       | do             | Fractions exceeding ¼ ton to be charged 1 ton passing through Canada Canals..... | 1            | 16 | 0  |

A STATEMENT of all SUMS of MONEY paid for OFFICIAL ADVERTISEMENTS, by the CUSTOMS BRANCH of the INSPECTOR GENERAL'S DEPARTMENT, &c.—(Continued.)

| NAME OF JOURNAL,                | DATE              |             | General Description of Advertisements.                                                                                                                                              | Amount. |    |    |
|---------------------------------|-------------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----|----|
|                                 | OF ADVERTISEMENT. |             |                                                                                                                                                                                     | £       | s. | d. |
| St. John's News, Canada East..  | May               | 12, 1853 .. | Certain Packages subject to duty and others exempt .....                                                                                                                            | 4       | 7  | 6  |
| Kingston Morning Herald .....   | do                | do, do ..   | do do do .....                                                                                                                                                                      | 1       | 10 | 0  |
| British Whig, Kingston .....    | do                | do, do ..   | do do do .....                                                                                                                                                                      | 1       | 12 | 3  |
| La Minerve, Montreal .....      | do                | do, do ..   | do do do .....                                                                                                                                                                      | 1       | 8  | 0  |
| St. John's News, Canada East..  | do                | 18, do ..   | Toll on Iron Ore, reduced 2s. 6d. per ton .....                                                                                                                                     | 2       | 9  | 0  |
| Morning Herald, Kingston .....  | do                | do, do ..   | do do do .....                                                                                                                                                                      | 1       | 14 | 0  |
| La Minerve, Montreal .....      | do                | do, do ..   | do do do .....                                                                                                                                                                      | 1       | 14 | 8  |
| St. John's News, Canada East..  | June              | 14, do ..   | Duties on Ships Sails, prepared Rigging, Tin, Zinc, Hoop Iron and Candle-wick reduced from 12½ per cent, to 2½ per cent, do do do .....                                             | 2       | 5  | 6  |
| La Minerve, Montreal .....      | do                | do, do ..   | do do do .....                                                                                                                                                                      | 1       | 16 | 0  |
| Journal and Express, Hamilton.. | June              | 17, do ..   | Slide Dues on the Ottawa and Madawaska Rivers .....                                                                                                                                 | 1       | 4  | 0  |
| St. John's News, Canada East..  | do                | do, do ..   | do, do do .....                                                                                                                                                                     | 1       | 18 | 8  |
| Montreal Pilot .....            | do                | do, do ..   | do, do do .....                                                                                                                                                                     | 3       | 6  | 6  |
| Journal and Express, Hamilton.. | July              | 1, do ..    | Wheat ground at Mills on any of the Provincial Canals, & which shall have paid tolls on entering a Canal for the purpose of being ground at any such Mills should pay but one toll. | 1       | 6  | 0  |
| Montreal Pilot .....            | do                | do, do ..   | do do do .....                                                                                                                                                                      | 3       | 0  | 4  |
| Morning Herald, Kingston .....  | do                | do, do ..   | do do do .....                                                                                                                                                                      | 1       | 1  | 4  |
| St. Catherines Journal .....    | do                | do, do ..   | do do do .....                                                                                                                                                                      | 0       | 12 | 10 |
| Brockville Recorder .....       | do                | do, do ..   | do do do .....                                                                                                                                                                      | 0       | 16 | 0  |
| La Minerve, Montreal .....      | do                | do, do ..   | do do do .....                                                                                                                                                                      | 1       | 16 | 0  |
| St. John's News, Canada East..  | do                | 18, do ..   | Musical Instruments imported for Military Bands in the Province, free of Duty .....                                                                                                 | 2       | 4  | 0  |
| Montreal Pilot .....            | do                | do, do ..   | do do do .....                                                                                                                                                                      | 3       | 8  | 8  |
| Morning Herald, Kingston .....  | do                | do, do ..   | do do do .....                                                                                                                                                                      | 0       | 19 | 6  |
| La Minerve, Montreal .....      | do                | do, do ..   | do do do .....                                                                                                                                                                      | 1       | 0  | 3  |
| Montreal Pilot .....            | do                | do, do ..   | Tolls collected on Welland Canal on vessels passing through the Grand River payable to Grand River Navigation Company..                                                             | 4       | 15 | 0  |
| Morning Herald, Kingston .....  | do                | do, do ..   | do do do .....                                                                                                                                                                      | 0       | 19 | 6  |
| do do do .....                  | November 4,       | do ..       | Duties on Brass in Pigs or Sheets, Magnetic Telegraph Insulators Relay Magnets, Registry and Batteries reduced from 12½ to 2½ per cent .....                                        | 0       | 18 | 0  |
| Morning Chronicle .....         | do                | do, do ..   | do do do .....                                                                                                                                                                      | 0       | 15 | 9  |
| Canadian Colonist, Quebec....   | do                | do, do ..   | do do do .....                                                                                                                                                                      | 0       | 18 | 9  |
| Montreal Freeman .....          | do                | do, do ..   | do do do .....                                                                                                                                                                      | 0       | 14 | 6  |
| St. John's News, Canada East..  | do                | do, do ..   | do do do .....                                                                                                                                                                      | 2       | 12 | 6  |

A STATEMENT of all SUMS of MONEY paid for OFFICIAL ADVERTISEMENTS, by the CUSTOMS BRANCH of the INSPECTOR GENERAL'S DEPARTMENT, &c.—(Continued.)

| NAME OF JOURNAL,                | DATE<br>OF<br>ADVERTISEMENT. | General Description of<br>Advertisements.                                                                                                                                                 | Amount<br>Paid. |    |    |
|---------------------------------|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----|----|
|                                 |                              |                                                                                                                                                                                           | £               | s. | d. |
| Morning Chronicle .....         | December 9, 1853 ..          | Fish and Oil, the Growth, Produce or Manufacture of any British North American Province, exempt from duty via the United States, between 1st of November, and 1st May, of each year ..... | 0               | 16 | 6  |
| Canadian Colonist, Quebec ..... | do do, do ..                 | do do do .....                                                                                                                                                                            | 1               | 2  | 6  |
| Courier de St. Hyacinthe.....   | do do, do ..                 | do do do .....                                                                                                                                                                            | 1               | 2  | 6  |
| La Minerve, Montreal.....       | do do, do ..                 | do do do .....                                                                                                                                                                            | 1               | 6  | 3  |
| St. John's News, Canada East.   | do do, do ..                 | do do do .....                                                                                                                                                                            | 2               | 14 | 3  |
| Canadian Colonist, Quebec....   | January 18, 1854 ..          | Locomotives, Passengers, and Baggage, and Freight Cars, on any line of Railway, crossing the Frontier, &c., duty free..                                                                   | 1               | 17 | 0  |
| La Minerve .....                | do do, do ..                 | do do do .....                                                                                                                                                                            | 2               | 0  | 0  |
| St. John's News, Canada East.   | do do, do ..                 | do do do .....                                                                                                                                                                            | 1               | 13 | 0  |
| Quebec Canadien.....            | do do, do ..                 | do do do .....                                                                                                                                                                            | 1               | 17 | 4  |

WILLIAM DICKENSON,

*Acting Deputy Inspector General.*

INSPECTOR GENERAL'S OFFICE,  
Quebec, 1st May, 1855.

The above comprises all charges on account of Official Advertisements emanating from the Inspector General's Department.

W. D.



STATEMENT of ADVERTISEMENTS paid for by the DEPARTMENT of PUBLIC WORKS, from 1st January, 1853, to September, 1854.

| DATE.           | ADVERTISING JOURNAL.  | ON WHAT ACCOUNT,<br>AND<br>CHARGED FO. | Amount. |       | NATURE<br>OF<br>ADVERTISEMENT. |
|-----------------|-----------------------|----------------------------------------|---------|-------|--------------------------------|
|                 |                       |                                        | £       | s. d. |                                |
| January 5, 1853 | Kingston Argus        | Lachine Canal                          | 4       | 7     | Water Power, Canals.           |
| do do           | do                    | Government House, Toronto              | 2       | 10    | For Plans.                     |
| February 4, do  | Prescott Telegraph    | Maintenance St. Lawrence Canals        | 6       | 13    | Tenders, Tig Boats.            |
| do do           | do                    | Government House, Toronto              | 2       | 7     | For Plans.                     |
| do do           | do                    | Ottawa Works                           | 2       | 9     | Water Power, Ottawa.           |
| do do           | Commercial Advertiser | Lachine Canal                          | 5       | 1     | Water Power, Canal.            |
| do do           | do                    | Government House, Toronto              | 4       | 13    | For Plans.                     |
| do do           | Journal of Quebec     | Parliament Buildings                   | 2       | 8     | For Iron Railing.              |
| do do           | do                    | Chaudière Bridge                       | 0       | 8     | Sale of Bridge.                |
| do do           | Canadian              | Ottawa Works                           | 7       | 3     | Water Power, Bytown.           |
| do do           | do                    | Maintenance Light-houses               | 0       | 17    | Supplies.                      |
| do do           | do                    | Government House, Toronto              | 11      | 12    | For Plans.                     |
| do do           | do                    | Maintenance St. Lawrence Canals        | 17      | 12    | Tenders, Tig Boats.            |
| do do           | do                    | Lachine Canal                          | 6       | 10    | Water Power, Canal.            |
| do do           | American Newspapers   | Lachine Canal                          | 21      | 0     | do do do.                      |
| do do           | Kingston Herald       | Lachine Canal                          | 2       | 10    | do do do.                      |
| do do           | do                    | Government House, Toronto              | 2       | 0     | For Plans.                     |
| do do           | Dumfries Reformer     | Government House, Toronto              | 2       | 11    | do.                            |
| do do           | Cobourg Star          | Public Buildings                       | 2       | 19    | Sale, Public Works.            |
| March 31, do    | Commercial Advertiser | Public Buildings                       | 1       | 16    | do do do.                      |
| do do           | do                    | Welland Canal                          | 9       | 4     | Tenders for Gas.               |
| do do           | Free Press            | Public Buildings                       | 1       | 16    | Supplies.                      |
| do do           | St. Johns News        | Maintenance Welland Canal              | 3       | 9     | Tenders, Gas.                  |
| April 4, do     | do                    | Public Buildings                       | 0       | 18    | Sale, Emigrant Sheds.          |
| do do           | do                    | Maintenance St. Lawrence Canals        | 1       | 6     | For Supplies.                  |
| do do           | International         | Maintenance Welland Canal              | 2       | 8     | Tenders, Gas.                  |
| do do           | North American        | Lachine Canal                          | 7       | 7     | Water Power, Canal.            |
| do do           | do                    | Government House, Toronto              | 3       | 0     | For Plans.                     |

STATEMENT of ADVERTISEMENTS paid for by the DEPARTMENT of PUBLIC WORKS, &c.—(Continued.)

18 Victoriae.

Appendix (C.C.C.C.)

A. 1855.

| D A T E.     | ADVERTISING JOURNAL.  | ON WHAT ACCOUNT,<br>AND<br>CHARGED TO. | Amount. |       | NATURE<br>OF<br>ADVERTISEMENT. |
|--------------|-----------------------|----------------------------------------|---------|-------|--------------------------------|
|              |                       |                                        | £       | s. d. |                                |
| May 23, 1853 | Commercial Advertiser | Maintenance St. Lawrence Canals        | 1       | 18    | For Supplies.                  |
| do do        | Minerve               | Maintenance Welland Canal              | 9       | 1     | Tenders, Gas.                  |
| do do        | do                    | Public Buildings                       | 1       | 6     | Sale, Emigrant Sheds.          |
| do do        | do                    | Lachine Canal                          | 8       | 7     | Sale of Water Power.           |
| do do        | do                    | Ottawa Works                           | 0       | 16    | Sale of Lot, Bytown.           |
| do do        | do                    | Maintenance St. Lawrence Canals        | 23      | 3     | Tenders, Tug Boats.            |
| do do        | do                    | Government House, Toronto              | 5       | 13    | For Plans.                     |
| do do        | do                    | Maintenance St. Lawrence Canals        | 18      | 10    | Tenders, Tug Boats.            |
| do do        | do                    | Government House, Toronto              | 3       | 3     | For Plans.                     |
| do do        | do                    | Lachine Canal                          | 3       | 15    | Water Power, Canal.            |
| do do        | do                    | Ottawa Works                           | 1       | 17    | Water Power, Bytown.           |
| do do        | do                    | Maintenance Welland                    | 3       | 5     | Tenders, Gas.                  |
| do do        | do                    | Lachine Canal                          | 3       | 10    | Water Power Canal.             |
| do do        | do                    | Maintenance Light-houses               | 1       | 0     | For Supplies.                  |
| do do        | do                    | Government House, Toronto              | 1       | 18    | For Plans.                     |
| do do        | do                    | Government House, Toronto              | 0       | 19    | do.                            |
| do do        | do                    | Maintenance St. Lawrence Canals        | 9       | 7     | Tenders, Tug Boats.            |
| do do        | do                    | Lachine Canal                          | 1       | 9     | Water Power, Canal.            |
| do do        | do                    | Maintenance Welland Canal              | 1       | 19    | Tenders, Gas.                  |
| do do        | do                    | Maintenance St. Lawrence Canals        | 19      | 5     | Tenders, Tug Boats.            |
| do do        | do                    | Quebec Court House                     | 1       | 6     | Improvements.                  |
| do do        | do                    | Maintenance Light-houses               | 2       | 10    | Supplies and Delivery.         |
| do do        | do                    | Maintenance Welland Canal              | 9       | 2     | Tenders, Gas.                  |
| do do        | do                    | Public Buildings                       | 1       | 9     | Sale, Emigrant Sheds.          |
| do do        | do                    | Lachine Canal                          | 8       | 13    | Water Power.                   |
| do do        | do                    | Welland Canal                          | 7       | 0     | Tenders, Gas.                  |
| do do        | do                    | Maintenance Light-houses               | 1       | 0     | For Supplies.                  |
| do do        | do                    | Custom House Wharf                     | 2       | 12    | Repairs to Wharf.              |
| do do        | do                    | Welland Canal                          | 8       | 18    | Tenders, Gas.                  |

18 Victoriae.

Appendix (C.C.C.C.)

A. 1855.

|       |    |                                 |    |    |                                    |
|-------|----|---------------------------------|----|----|------------------------------------|
| do do | do | Marine Hospital                 | 2  | 5  | Contractor's Notice.               |
| do do | do | Improvement St. Lawrence        | 9  | 14 | For Tenders.                       |
| do do | do | Maintenance St. Lawrence Canals | 26 | 0  | Tenders, Tug Boats.                |
| do do | do | Marine Hospital                 | 0  | 3  | Sale, Wooden Buildings.            |
| do do | do | Lachine Canal                   | 8  | 18 | Water Power.                       |
| do do | do | Government House, Toronto       | 9  | 15 | For Plans.                         |
| do do | do | Maintenance St. Lawrence Canals | 0  | 5  | Opening Canals.                    |
| do do | do | Maintenance Welland Canal       | 3  | 0  | Tenders, Gas.                      |
| do do | do | Maintenance Welland             | 6  | 6  | do.                                |
| do do | do | Lachine Canal                   | 1  | 3  | Water Power.                       |
| do do | do | Improvement St. Lawrence        | 3  | 0  | For Tenders.                       |
| do do | do | Maintenance Light-houses        | 2  | 2  | For Supplies, &c., for a Schooner. |
| do do | do | Maintenance Welland             | 6  | 1  | Tenders, Gas.                      |
| do do | do | Lachine Canal                   | 1  | 5  | Tenders, Gas.                      |
| do do | do | Improvement St. Lawrence        | 2  | 2  | Building Lots.                     |
| do do | do | Lachine Canal                   | 1  | 1  | For Tenders.                       |
| do do | do | Montreal Court House            | 0  | 13 | Building Lots.                     |
| do do | do | Public Buildings                | 0  | 10 | Water Sashes.                      |
| do do | do | Quebec Court House              | 0  | 10 | Emigrant Sheds.                    |
| do do | do | Improvement St. Lawrence        | 2  | 4  | Improvements.                      |
| do do | do | Maintenance Light-houses        | 2  | 4  | Tenders.                           |
| do do | do | Maintenance St. Lawrence Canals | 2  | 2  | Supplies, &c., for a Schooner.     |
| do do | do | Maintenance Light-houses        | 8  | 5  | Tenders for Tug Boats              |
| do do | do | Maintenance Welland Canal       | 1  | 15 | Supplies.                          |
| do do | do | Lachine Canal                   | 3  | 16 | Tenders for Gas.                   |
| do do | do | Government House, Toronto       | 5  | 7  | Alterations.                       |
| do do | do | Ottawa Works                    | 3  | 8  | For Plans.                         |
| do do | do | Improvement St. Lawrence        | 0  | 8  | For Tenders.                       |
| do do | do | Improvement St. Lawrence        | 2  | 0  | do.                                |
| do do | do | Lachine Canal                   | 3  | 3  | do.                                |
| do do | do | Maintenance Light-houses        | 0  | 19 | Sale, Building lots.               |
| do do | do | Maintenance Light-houses        | 1  | 12 | For a Schooner.                    |
| do do | do | Montreal Court House            | 1  | 6  | Contract Tenders.                  |
| do do | do | Beauharnois Canal               | 0  | 18 | Tenders for Dikes.                 |
| do do | do | Public Buildings                | 4  | 6  | Emigrant Sheds.                    |
| do do | do | Lachine Canal                   | 2  | 2  | For Contractors.                   |
| do do | do | Improvement St. Lawrence        | 2  | 13 | Tenders.                           |
| do do | do | Maintenance Light-houses        | 1  | 14 | Supplies for a Vessel.             |
| do do | do | Quebec Court House              | 1  | 16 | For Improvements.                  |
| do do | do | Lachine Canal                   | 2  | 2  | For Contractors.                   |
| do do | do | Government House, Toronto       | 0  | 7  | For Plans.                         |
| do do | do | Commercial Advertiser           | 2  | 7  |                                    |



STATEMENT of ADVERTISEMENTS paid for by the DEPARTMENT of PUBLIC WORKS, &c.—(Continued.)

| D A T E.      | ADVERTISING JOURNAL.  | ON WHAT ACCOUNT,<br>AND<br>CHARGED TO. | Amount. |    |    | NATURE<br>OF<br>ADVERTISEMENT. |
|---------------|-----------------------|----------------------------------------|---------|----|----|--------------------------------|
|               |                       |                                        | £       | s. | d. |                                |
| June 30, 1854 | Colonist              | Tug Boats below Quebec                 | 3       | 5  | 0  | For Tenders.                   |
| do do         | do                    | Welland Canal                          | 0       | 19 | 6  | Opening Canal.                 |
| do do         | do                    | Durham Terrace                         | 1       | 1  | 0  | For Contractors.               |
| do do         | do                    | Williamsburg Canals                    | 0       | 18 | 0  | do                             |
| do do         | do                    | Maintenance Light-houses               | 3       | 2  | 8  | For Supplies.                  |
| do do         | Commercial Advertiser | Welland Canal                          | 1       | 12 | 0  | Opening Canal.                 |
| do do         | do                    | Chats Canal                            | 1       | 15 | 9  | For Contractors.               |
| do do         | do                    | Tug Boats below Quebec                 | 1       | 16 | 2  | For Tenders.                   |
| do do         | do                    | Towage St. Lawrence                    | 0       | 17 | 4  | Flat's Appointment.            |
| do do         | do                    | Maintenance Light-houses               | 1       | 11 | 0  | For Supplies.                  |
| July 31, do   | Minerve               | St. Lawrence Canals                    | 1       | 19 | 2  | Opening Canals.                |
| do do         | do                    | Welland Canal                          | 2       | 16 | 0  | do                             |
| do do         | do                    | Williamsburg Canals                    | 1       | 6  | 3  | For Contractors.               |
| do do         | do                    | Montreal Court House                   | 2       | 3  | 11 | do                             |
| do do         | do                    | Chats Canal                            | 5       | 4  | 6  | do                             |
| do do         | do                    | Lachine Canal                          | 3       | 11 | 10 | do                             |
| do do         | do                    | Tug Boats below Quebec                 | 2       | 3  | 2  | For Tenders.                   |
| do do         | do                    | Maintenance Light-houses               | 1       | 5  | 6  | For Supplies.                  |
| do do         | do                    | Tug Boats                              | 1       | 19 | 8  | For Tenders.                   |
| August 24, do | Prescott Telegraph    | Chats Canal                            | 1       | 19 | 0  | For Contractors.               |
| do do         | do                    | Lachine Canal                          | 0       | 14 | 7  | do                             |
| do do         | do                    | Williamsburg Canals                    | 0       | 10 | 5  | For Tenders.                   |
| do do         | do                    | Towage St. Lawrence                    | 0       | 12 | 3  | For Superintendent.            |

STATEMENT of all SUMS of MONEY paid for ADVERTISEMENTS for the RECEIVER GENERAL'S DEPARTMENT, from 1st January, 1853, to 1st September, 1854, as required by an Address from the Honorable the Legislative Assembly, dated, 9th November, 1854.

| NAME OF JOURNAL.         | DATE OF ADVERTISEMENT. | DESCRIPTION OF ADVERTISEMENT.                 | Amount paid. |    |    | Yearly Total paid. |    |    |
|--------------------------|------------------------|-----------------------------------------------|--------------|----|----|--------------------|----|----|
|                          |                        |                                               | £            | s. | d. | £                  | s. | d. |
| Quebec Morning Chronicle | May                    | Notice to parties holding Debentures over due | 0            | 7  | 0  |                    |    |    |
| St. John's News, (C.E.)  | do                     | do                                            | 1            | 5  | 0  |                    |    |    |
| British Whig             | do                     | do                                            | 0            | 12 | 9  |                    |    |    |
| Quebec Daily Colonist    | April                  | Paid in 1853                                  | 4            | 0  | 0  | 2                  | 4  | 9  |
| Quebec Morning Chronicle | do                     | Tenders for Chicoutimi Court House Debentures | 3            | 6  | 0  |                    |    |    |
| do                       | do                     | do                                            | 0            | 7  | 6  |                    |    |    |
| La Minerve               | do                     | For lost Check                                | 2            | 12 | 6  |                    |    |    |
| British Whig             | do                     | Tenders for Chicoutimi Court House Debentures | 3            | 17 | 1  |                    |    |    |
| The Times                | do                     | do                                            | 1            | 2  | 10 |                    |    |    |
| Do. C.W.                 | September, — 1846      | Payment of Rebellion Claims, L.C.             | 0            | 16 | 8  | 16                 | 2  | 8  |
|                          | April                  | do                                            |              |    |    |                    |    |    |
|                          |                        | Total paid in 1853 & 1854                     |              |    |    | 18                 | 7  | 5  |

Amounting to eighteen pounds seven shillings and five pence, currency.

RECEIVER GENERAL'S OFFICE,  
Quebec. 5th-May, 1855.

C. E. ANDERSON,  
D.R.G.











RETURN of the AMOUNTS paid for OFFICIAL ADVERTISEMENTS, the NAMES of the JOURNALS, and the DESCRIPTION of ADVERTISEMENT, by the CROWN LAND DEPARTMENT, &c.—(Continued.)

| DATE OF PAYMENT.         | NAME OF JOURNAL.                         | DATE OF ADVERTISEMENT. | DESCRIPTION OF ADVERTISEMENT.      | AMOUNT PAID. |    |    |
|--------------------------|------------------------------------------|------------------------|------------------------------------|--------------|----|----|
|                          |                                          |                        |                                    | £            | s. | d. |
| August 16, 1853.         | S. Brega, "Journal & Express," Hamilton. | March 1, 1853.         | Brought over.                      | 270          | 8  | 8  |
| do do do do              | do do do do                              | May do do do           | Advertising Town plot, Saugeen     | 1            | 5  | 0  |
| do do do do              | do do do do                              | June do do do          | do Lots in Renfrew                 | 5            | 5  | 0  |
| do do do do              | do do do do                              | do do do do            | do Lots in Wellington and Grey     | 7            | 17 | 6  |
| September 8, do do do do | C. Dunlevy, "Mirror," Toronto.           | August 13, 1852.       | Vacant Timber Land                 | 0            | 14 | 0  |
| do do do do              | do do do do                              | September 3, do do     | Price of School and Crown Lands    | 1            | 11 | 5  |
| do do do do              | do do do do                              | October 1, do do       | do Timber regulations, St. Maurice | 0            | 6  | 0  |
| do do do do              | do do do do                              | June 10, 1853.         | do Timber berths, St. Maurice      | 0            | 7  | 7  |
| October 3, do do do do   | G. W. Hopkins, "Vienna Gazette"          | July 25, 1852.         | do Timber Licenses, do             | 0            | 16 | 8  |
| do do do do              | do do do do                              | do do do do            | do Timber berths. do               | 0            | 15 | 7  |
| do do do do              | do do do do                              | do do do do            | do Timber Licenses, do             | 0            | 19 | 8  |
| do do do do              | do do do do                              | do do do do            | do Crown Lands in Seymour          | 2            | 10 | 5  |
| do do do do              | John Steele & Co., "Watchman," Port Hope | August 16, do do       | do Price of Crown and School Lands | 0            | 16 | 8  |
| do do do do              | George Hazlehurst, "Despatch," Peterboro | September do do        | do Timber License, St. Maurice     | 0            | 4  | 2  |
| do do do do              | do do do do                              | do do do do            | do Postponement do                 | 6            | 0  | 0  |
| do do do do              | do do do do                              | do do do do            | do Sale of Lands in Durham         | 10           | 15 | 3  |
| do do do do              | O. Vandusen, "Comet," Owen Sound         | July do do             | do do Sydenham                     | 0            | 2  | 8  |
| do do do do              | do do do do                              | August do do           | do do Southampton                  | 1            | 6  | 8  |
| do do do do              | do do do do                              | September do do        | do Price of School Lands           | 1            | 16 | 0  |
| do do do do              | do do do do                              | August do do           | do do Crown do                     | 9            | 3  | 9  |
| do do do do              | do do do do                              | do do do do            | do Lands in Arthur                 | 0            | 10 | 6  |
| do do do do              | do do do do                              | July do do             | do Timber Licenses, St. Maurice    | 29           | 4  | 4  |
| do do do do              | H. Patterson, "Freeholder," Cornwall     | do 5, do do            |                                    |              |    |    |

|                          |                                       |                     |                                         |     |    |    |
|--------------------------|---------------------------------------|---------------------|-----------------------------------------|-----|----|----|
| do do do do              | do do do do                           | do do do do         | do Lease of Seal Shoals, Point Joli     | 1   | 2  | 0  |
| do do do do              | do do do do                           | September 13, do do | do Timber Licenses                      | 2   | 10 | 8  |
| do do do do              | do do do do                           | do do do do         | do Notice to Lumbermen on the Gati-neau | 0   | 13 | 9  |
| do do do do              | do do do do                           | do do do do         | do Building lots, Aubigny               | 0   | 10 | 6  |
| do do do do              | do do do do                           | do do do do         | do Sale of Mill at Beauport             | 0   | 14 | 0  |
| do do do do              | do do do do                           | do do do do         | do Mining locations                     | 1   | 10 | 11 |
| do do do do              | do do do do                           | do do do do         | do Price of Crown and School Lands      | 10  | 3  | 8  |
| do do do do              | do do do do                           | do do do do         | do Sale of Lands in Wilberforce         | 7   | 6  | 0  |
| do do do do              | do do do do                           | do do do do         | do Timber berths, St. Johns             | 0   | 10 | 6  |
| do do do do              | do do do do                           | do do do do         | do Clergy Reserve, Simcoe               | 3   | 0  | 1  |
| do do do do              | do do do do                           | do do do do         | do do Renfrew                           | 0   | 18 | 8  |
| do do do do              | do do do do                           | do do do do         | do do do do                             | 29  | 11 | 3  |
| do do do do              | W. McDougall & Co., "North American." | July 15, do do      | do Notice to Lumberers                  | 1   | 0  | 0  |
| do do do do              | do do do do                           | August 26, do do    | do Appointment of Agents                | 1   | 13 | 4  |
| do do do do              | do do do do                           | September 27, do do | do Mining locations                     | 2   | 6  | 8  |
| December 14, do do do do | O. Vandusen, "Comet," Owen Sound      | November do do      | do Mill Site                            | 0   | 14 | 0  |
| do do do do              | do do do do                           | do do do do         | do Clergy Reserves                      | 0   | 10 | 0  |
| do do do do              | do do do do                           | do do do do         | do Sale of Lands in Sydenham            | 0   | 10 | 6  |
| do do do do              | do do do do                           | do do do do         | do do Saugeen                           | 0   | 11 | 8  |
| do do do do              | F. Frank, "Backwoodsman," Elora       | March 1, do do      | do do do                                | 0   | 16 | 0  |
| do do do do              | do do do do                           | May do do do        | do do do                                | 0   | 16 | 8  |
| do do do do              | do do do do                           | do do do do         | do do do                                | 3   | 8  | 4  |
| do do do do              | do do do do                           | do do do do         | do do do                                | 4   | 3  | 3  |
| do do do do              | do do do do                           | do do do do         | do Timber berths, Three Rivers          | 0   | 12 | 6  |
| do do do do              | do do do do                           | do do do do         | do Appointment of Agents                | 0   | 13 | 6  |
| do do do do              | do do do do                           | do do do do         | do Mining locations                     | 0   | 17 | 6  |
| do do do do              | do do do do                           | do do do do         | do do do do                             | 1   | 19 | 7  |
| do do do do              | R. Campbell, "Pilot," Montreal        | December 14, 1852.  | do Lands in Peterborough                | 1   | 9  | 4  |
| do do do do              | do do do do                           | February 1, 1853.   | do Sale of Water lots                   | 2   | 1  | 2  |
| do do do do              | do do do do                           | do do do do         | do do do do                             | 1   | 9  | 9  |
| do do do do              | do do do do                           | do do do do         | do do do do                             | 1   | 12 | 0  |
| do do do do              | do do do do                           | do do do do         | do do do do                             | 0   | 10 | 10 |
| do do do do              | do do do do                           | do do do do         | do do do do                             | 2   | 2  | 6  |
| do do do do              | do do do do                           | do do do do         | do Mill Site, Penitangore               | 7   | 16 | 0  |
| do do do do              | do do do do                           | do do do do         | do Sale 1st June next                   | 19  | 1  | 2  |
| do do do do              | do do do do                           | do do do do         | do do do do                             | 367 | 16 | 4  |
|                          |                                       |                     | Carried over                            |     |    |    |

RETURN of the AMOUNTS paid for OFFICIAL ADVERTISEMENTS, the NAMES of the JOURNALS, and the DESCRIPTION of ADVERTISEMENT, by the CROWN LAND DEPARTMENT, &c.—(Continued.)

| DATE OF PAYMENT. | NAME OF JOURNAL.                          | DATE OF ADVERTISEMENT. | DESCRIPTION OF ADVERTISEMENT.     | AMOUNT PAID. |    |    |     |    |    |
|------------------|-------------------------------------------|------------------------|-----------------------------------|--------------|----|----|-----|----|----|
|                  |                                           |                        |                                   | £            | s. | d. | £   | s. | d. |
| August 15, 1853. | R. Campbell, "Pilot," Montreal.           | April 30, 1853.        | Brought over                      | 19           | 1  | 2  | 367 | 16 | 4  |
| do do            | do do                                     | do do                  | Advertising Sale of Water lots    | 1            | 11 | 5  |     |    |    |
| do do            | do do                                     | do do                  | do Lands in Glencoe               | 2            | 8  | 4  |     |    |    |
| do do            | do do                                     | do do                  | do Lots in Wilberforce            | 16           | 1  | 2  |     |    |    |
| do do            | do do                                     | do do                  | do do Arthur and Durham           | 4            | 18 | 3  |     |    |    |
| do do            | do do                                     | do do                  | do Seal Shoals, Port Joli         | 2            | 12 | 6  |     |    |    |
| do do            | do do                                     | do do                  | do Timber berths, St. Maurice     | 1            | 12 | 6  | 48  | 5  | 4  |
| do do            | R. Middleton, "Gazette," Quebec           | December 1, 1852       | do Appointment of S. Laruc        | 6            | 11 | 4  |     |    |    |
| do do            | do do                                     | do do                  | do Price of Crown Lands           | 6            | 18 | 0  |     |    |    |
| do do            | do do                                     | do do                  | do Timber License, St. Maurice    | 2            | 8  | 0  |     |    |    |
| do do            | E. R. Frechette, "Le Canadien," Quebec    | July 15, do            | do do                             | 7            | 7  | 9  | 9   | 17 | 4  |
| do do            | do do                                     | do do                  | do Sale of Crown Lands            | 2            | 9  | 6  |     |    |    |
| do do            | do do                                     | do do                  | do Timber Licenses                | 3            | 4  | 8  |     |    |    |
| do do            | W. W. Smith, St. John's News              | May do                 | do Lots in Wilberforce            | 1            | 1  | 0  |     |    |    |
| do do            | do do                                     | do do                  | do Seal Shoals                    | 5            | 14 | 0  |     |    |    |
| do do            | do do                                     | do do                  | do Lots in Arthur                 | 0            | 14 | 8  |     |    |    |
| do do            | do do                                     | do do                  | do Timber berths, St. Maurice     | 0            | 14 | 8  |     |    |    |
| do do            | do do                                     | do do                  | do Notice to Lumberers            | 0            | 15 | 4  |     |    |    |
| October 14, do   | Duvernay Brothers, "La Minerve," Montreal | April 30, do           | do Public Lands for Sale          | 10           | 9  | 0  |     |    |    |
| do do            | do do                                     | do do                  | do Sale of Lands in the Townships | 3            | 17 | 6  |     |    |    |
| do do            | do do                                     | do do                  | do Timber Licenses                | 1            | 12 | 0  |     |    |    |
| do do            | do do                                     | do do                  | do Beach lots                     | 2            | 10 | 0  |     |    |    |
| do do            | do do                                     | do do                  | do do                             | 11           | 9  | 8  |     |    |    |

|                |                                       |               |                                    |   |    |    |     |    |    |
|----------------|---------------------------------------|---------------|------------------------------------|---|----|----|-----|----|----|
| do do          | do do                                 | do do         | do Lots in Wilberforce             | 2 | 5  | 0  |     |    |    |
| do do          | do do                                 | do do         | do Timber Licenses, St. Maurice    | 0 | 10 | 10 |     |    |    |
| do do          | do do                                 | do do         | do Sale of Property                | 1 | 14 | 10 |     |    |    |
| do do          | do do                                 | do do         | do Sale of Land at Aubigny         | 1 | 15 | 0  |     |    |    |
| do do          | do do                                 | do do         | do Mining locations                | 3 | 14 | 8  | 28  | 8  | 10 |
| do do          | do do                                 | do do         | do do                              |   |    |    | 5   | 18 | 2  |
| do do          | do do                                 | do do         | do Lots for Sale                   |   |    |    | 1   | 19 | 2  |
| December 7, do | J. S. Walton, "Sherbrooke Gazette"    | May 1, do     | do Price of Crown and School Lands |   |    |    |     |    |    |
| do 17, do      | G. E. Clerk, "True Witness," Montreal | August 20, do | do do                              |   |    |    |     |    |    |
|                |                                       |               | Total, 1853                        |   |    |    | 488 | 7  | 1  |

RETURN of the AMOUNTS paid for OFFICIAL ADVERTISEMENTS, the NAMES of the JOURNALS, and DESCRIPTION of ADVERTISEMENT, by the CROWN LAND DEPARTMENT, from 1st January, to 1st September, 1854, in compliance with a Resolution of the Honorable Legislative Assembly, dated 9th November, 1854.

| DATE OF PAYMENT.   | NAME OF JOURNAL.                           | DATE OF ADVERTISEMENT. | DESCRIPTION OF ADVERTISEMENT.                                           | AMOUNT PAID. |    |    |   |    |    |
|--------------------|--------------------------------------------|------------------------|-------------------------------------------------------------------------|--------------|----|----|---|----|----|
|                    |                                            |                        |                                                                         | £            | s. | d. | £ | s. | d. |
| February 20, 1854. | James Bealy, "Leader," Toronto             | August 13, 1853.       | Advertising School Lands and Sale of do                                 | 3            | 19 | 0  |   |    |    |
| do do              | do do                                      | do do                  | do License to cut Timber                                                | 0            | 18 | 4  |   |    |    |
| do do              | do do                                      | do do                  | do do                                                                   |              |    |    | 4 | 17 | 4  |
| March 8, do        | J. F. Howard, "Canadian Watchman," Toronto | August 16, do          | do Notice of Sales of Lands, do School Lands, in Bruce, Grey, and Huron |              |    |    | 2 | 0  | 10 |
| do do              | do do                                      | do do                  | do Mining locations                                                     | 0            | 18 | 0  |   |    |    |
| do do              | do do                                      | do do                  | do Lots in Arthur                                                       | 7            | 0  | 0  |   |    |    |
| do do              | do do                                      | do do                  | do Gatineau Saw Mills                                                   | 1            | 1  | 8  |   |    |    |
|                    |                                            |                        | Carried over                                                            | 6            | 18 | 8  |   |    |    |
|                    |                                            |                        |                                                                         |              |    |    | 6 | 18 | 2  |



RETURN of the AMOUNTS paid for OFFICIAL ADVERTISEMENTS, the NAMES of the JOURNALS, and the DESCRIPTION of ADVERTISEMENT,—by the CROWN LAND DEPARTMENT, &c.—(Continued.)

| DATE OF PAYMENT. | NAME OF JOURNAL.                   | DATE OF ADVERTISEMENT. | DESCRIPTION OF ADVERTISEMENT.                            | AMOUNT PAID. |     |     |        |     |     |
|------------------|------------------------------------|------------------------|----------------------------------------------------------|--------------|-----|-----|--------|-----|-----|
|                  |                                    |                        |                                                          | £            | s   | d.  | £ s d. |     |     |
| March 20, 1854.  | Rollo Campbell, "Pilot"            | February 23, 1851.     | Brought over<br>Advertising appointment of S. Clarke     | 39           | 2   | 8   | 62     | 9   | 5   |
| do do            | do do                              | do do                  | do do                                                    | 1            | 1   | 4   | 40     | 4   | 0   |
| do do            | do do                              | do do                  | do do                                                    | ...          | ... | ... | 1      | 17  | 11  |
| do do            | do do                              | do do                  | do do                                                    | 8            | 15  | 0   | ...    | ... | ... |
| do do            | do do                              | do do                  | do do                                                    | 2            | 3   | 9   | ...    | ... | ... |
| do do            | do do                              | do do                  | do do                                                    | 0            | 18  | 0   | ...    | ... | ... |
| do do            | do do                              | do do                  | do do                                                    | 3            | 17  | 0   | ...    | ... | ... |
| do do            | do do                              | do do                  | do do                                                    | 3            | 6   | 0   | ...    | ... | ... |
| do do            | do do                              | do do                  | do do                                                    | 0            | 15  | 10  | ...    | ... | ... |
| June 8, do       | D. McDonald, "Montreal Transcript" | August 17, 1852.       | School and Crown Lands in Bruce, (weekly and tri-weekly) | ...          | ... | ... | 19     | 15  | 7   |
| do do            | do do                              | do do                  | do do                                                    | 1            | 1   | 4   | ...    | ... | ... |
| do do            | do do                              | do do                  | do do                                                    | 0            | 16  | 0   | ...    | ... | ... |
| do do            | do do                              | do do                  | do do                                                    | 1            | 14  | 0   | ...    | ... | ... |
| do do            | do do                              | do do                  | do do                                                    | 0            | 12  | 8   | ...    | ... | ... |
| do do            | do do                              | do do                  | do do                                                    | 4            | 0   | 0   | ...    | ... | ... |
| do do            | do do                              | do do                  | do do                                                    | 1            | 3   | 2   | ...    | ... | ... |
| do do            | do do                              | do do                  | do do                                                    | 1            | 4   | 0   | ...    | ... | ... |
| do do            | do do                              | do do                  | do do                                                    | 0            | 18  | 0   | ...    | ... | ... |
| do do            | do do                              | do do                  | do do                                                    | 0            | 16  | 0   | ...    | ... | ... |
| do do            | do do                              | do do                  | do do                                                    | 1            | 4   | 0   | ...    | ... | ... |
| do do            | do do                              | do do                  | do do                                                    | 0            | 11  | 4   | ...    | ... | ... |
| do do            | do do                              | do do                  | do do                                                    | 0            | 12  | 0   | ...    | ... | ... |

|            |                                |                   |                          |     |     |     |     |     |     |
|------------|--------------------------------|-------------------|--------------------------|-----|-----|-----|-----|-----|-----|
| do do      | do do                          | do do             | do do                    | 0   | 11  | 4   | ... | ... | ... |
| do do      | do do                          | do do             | do do                    | 0   | 11  | 4   | ... | ... | ... |
| do do      | do do                          | do do             | do do                    | 0   | 11  | 4   | ... | ... | ... |
| do do      | do do                          | do do             | do do                    | 0   | 18  | 0   | ... | ... | ... |
| do do      | do do                          | do do             | do do                    | 0   | 18  | 8   | ... | ... | ... |
| do do      | do do                          | do do             | do do                    | 1   | 0   | 8   | ... | ... | ... |
| do do      | do do                          | do do             | do do                    | 2   | 2   | 8   | ... | ... | ... |
| do do      | do do                          | do do             | do do                    | 1   | 2   | 0   | ... | ... | ... |
| do do      | do do                          | do do             | do do                    | 22  | 8   | 6   | ... | ... | ... |
| July 3, do | Messrs. Duvernay, "La Minerve" | October 11, 1853. | Notice respecting Timber | 0   | 19  | 2   | ... | ... | ... |
| do do      | do do                          | do do             | do do                    | 3   | 19  | 11  | ... | ... | ... |
| do do      | do do                          | do do             | do do                    | 1   | 13  | 4   | ... | ... | ... |
| do do      | do do                          | do do             | do do                    | 0   | 8   | 4   | ... | ... | ... |
| do do      | do do                          | do do             | do do                    | 1   | 17  | 4   | ... | ... | ... |
| do do      | do do                          | do do             | do do                    | 6   | 3   | 6   | ... | ... | ... |
| do do      | do do                          | do do             | do do                    | ... | ... | ... | ... | ... | ... |
| do do      | do do                          | do do             | do do                    | 15  | 1   | 7   | ... | ... | ... |
| do do      | do do                          | do do             | do do                    | 0   | 10  | 0   | ... | ... | ... |
| do do      | do do                          | do do             | do do                    | 170 | 2   | 3   | ... | ... | ... |
| do do      | do do                          | do do             | do do                    | 488 | 7   | 1   | ... | ... | ... |
| do do      | do do                          | do do             | do do                    | 653 | 9   | 4   | ... | ... | ... |

JOSEPH CAUCHON,  
Commissioner.

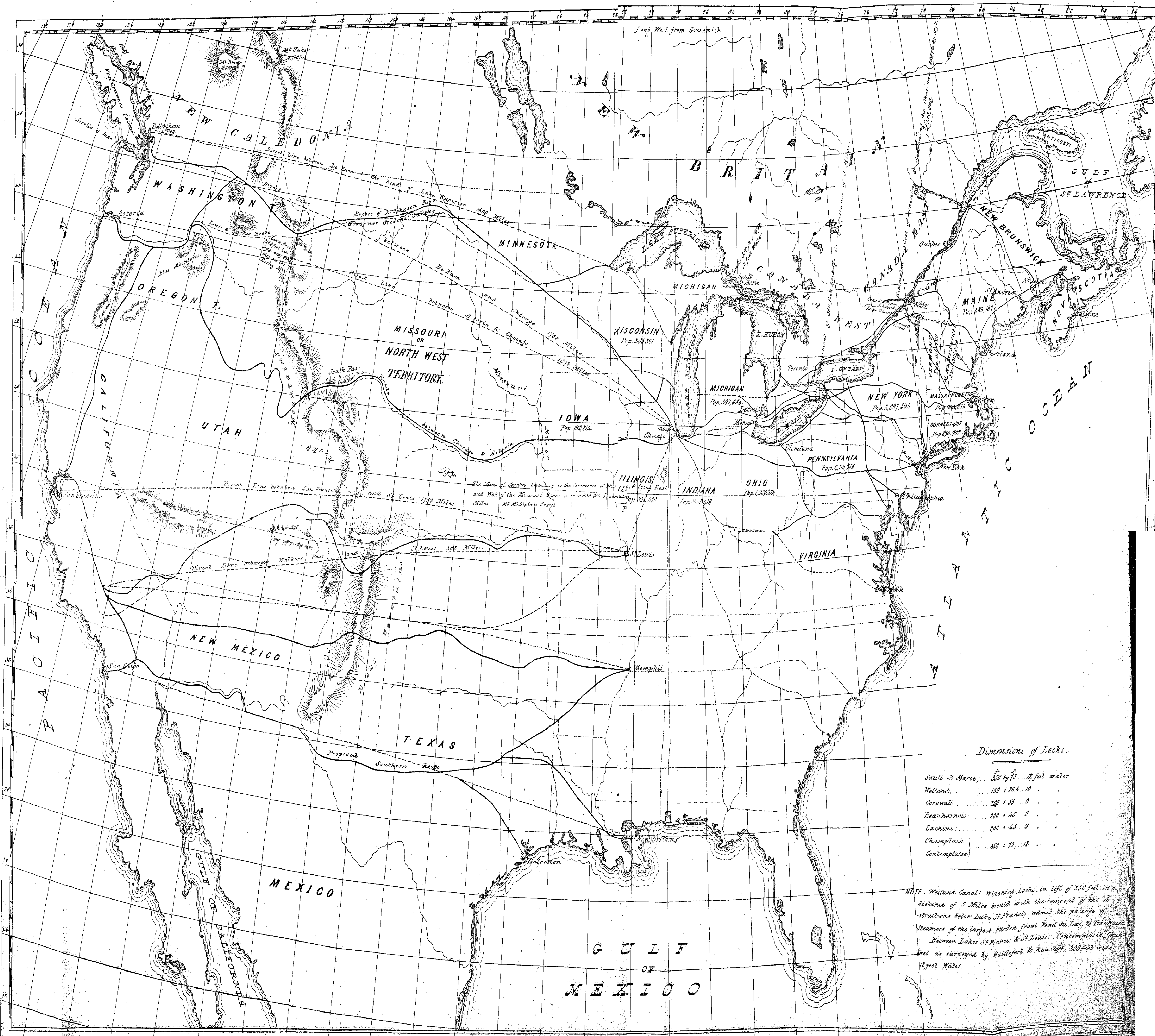
CROWN LANDS DEPARTMENT,  
Quebec, 19th April, 1855.

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*Dimensions of Locks.*

| Lock Name       | Length (ft) | Width (ft) | Water Depth (ft) |
|-----------------|-------------|------------|------------------|
| Sault Ste Marie | 350         | 75         | 12               |
| Welland         | 150         | 266        | 10               |
| Cornwall        | 200         | 55         | 9                |
| Beaucharnois    | 200         | 45         | 9                |
| Tachine         | 200         | 45         | 9                |
| Champlain       | 350         | 75         | 12               |
| Contemplated    |             |            |                  |

NOTE. Welland Canal: Widening Locks in life of 330 feet in a distance of 5 Miles would with the removal of the obstructions below Lake St. Francis, admit the passage of Steamers of the largest burden from Fond du Lac, to Tides Water between Lakes St. Francis & St. Louis: Contemplated, then met as surveyed by Wallisfort & Raastoff, 200 feet wide, 12 feet Water.

# REPORT

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ON

## TRADE AND COMMERCE.

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QUEBEC:

PRINTED BY LOVELL & LAMOUREUX, AT THEIR STEAM-PRINTING ESTABLISHMENT,

12 MOUNTAIN STREET.

1855.

## REPORT ON TRADE AND COMMERCE.

COMMITTEE ROOM, LEGISLATIVE ASSEMBLY,

26th May, 1855.

The Committee appointed to inquire into the Commercial intercourse between Canada and Great Britain, the British North American Colonies, the West India possessions, the United States, and other Foreign Countries,

### BEG LEAVE TO REPORT :

App. A., Nos. 1 to 21. That circulars were addressed to the Secretaries of the different Governments of the Colonial possessions of Great Britain, in America, to ascertain whether, in their judgment, the adoption of a free commercial intercourse, similar to that which exists between the different States of the American Union, would promote the prosperity of the Colonies, and induce a direct trade by the St. Lawrence.

App. A., No. 23. Circulars were also addressed to the different Boards of Trade, as well as to prominent individuals in this Province, for the purpose of ascertaining: first, whether foreign articles were furnished to the consumer in the United States at less prices than in Canada; and secondly, whether the encouragement of manufactures would promote the general interest, and if so, what Legislative action would, in their judgment, best attain that object.

After examining the answers, statements, and official returns appended hereto, your Committee proceeded to consider the different subjects in the following order:

#### I. The intercourse between Canada and Great Britain.

Sec Journals, 1838 to 1840. This trade has been subject to sudden and frequent changes for many years past, as fully pointed out in the able Report of Mr. Andrews, in 1853. Under the Canadian tariff of  $2\frac{1}{2}$  per cent., and discriminating duties, it increased in a ratio of three to one over that from the United States. Since the change in the Colonial commercial policy of the Imperial Government it has decreased in the same proportion as compared with that of the United States.

App. B., No. 1. However, it continued to increase in imports from £1,669,003 in 1849, to £5,740,832 in 1854; and in exports, from £1,348,424 in 1849, to £2,719,179 in 1854, although almost wholly confined to timber. Of the total exports of £2,246,164 in 1853, only £524,047 were the products of the mine, the sea, and of agriculture.

Trade and Nav. Revt. 1853. No. 26, p. 457. Although various reasons have been assigned for the comparative diminution of this trade, still no effectual remedy has been adopted to check it. The St. Lawrence Canals were constructed at a large public expenditure, for the purpose of drawing the trade of the Western States to the Ports of Montreal and Quebec. They have not only failed in attaining that object, but even the trade of Western Canada itself, on and above Lake Ontario, has been diverted to the ports of New York and Boston. Prior to 1847, public opinion was directed to the repeal of the Navigation Law; but even when that took place, and competition by sea was



offered to the vessels of all nations, no visible benefit accrued to the St. Lawrence Canals. Great expectations are still held out that the competition by American vessels under the Reciprocal Treaty will produce a change; but so long as this trade is confined to its present narrow limits, the north side of the St. Lawrence, and so long as public bounties continue to favour the Port of New York, and the natural facilities which the St. Lawrence possesses continue to be neglected, so long will our efforts to regain this trade be unavailing. But your Committee is convinced that so soon as the natural advantages of the St. Lawrence route to the ocean are well understood the area of its commerce will be extended.

A vessel carrying flour or other produce may, at this moment, descend from the head of Lake Superior or of Michigan to the Port of Quebec, with a larger cargo, in less time, and at less cost, than she can to any other Atlantic port, the price from Chicago or from any intermediate port on Lake Michigan or Erie being nearly one-half less than to the Port of New York. But the difference in the price of ocean freights from those two ports respectively to Liverpool is sufficient not only to counterbalance the advantage in favor of Quebec, of the cheap transport from the interior, but to give to New York a decided superiority as a port of export, on the whole voyage from the West to England, and thus the entire Foreign trade of the lakes, which nature has designed should seek Quebec as a port of ocean shipment, has been diverted into the hands of its rival. One of the principal causes of this superiority is apparent. The bounties given by the Governments of Great Britain and of the United States to the splendid ocean steamers between New York and Liverpool, have compelled the regular lines of packet ships, which formerly engrossed the business now done by those vessels, and which did it without subsidy from Government, to seek for other employment. Thus, a marine on which many millions of capital had been expended was suddenly transferred to the emigrant and ordinary trade between those ports, and by their competition reduced the outward freights to ballast prices.

While your Committee would recommend no effort to be made for the purpose of counteracting the natural advantages the Port of New York possesses during the winter season, every exertion should be made to regain a portion of this Foreign trade during the summer months.

The magnitude of the navigable waters flowing along a coast of several thousand miles in extent are represented by the accompanying sketch. The area of country capable of supplying commerce to the lakes is estimated by Mr. McAlpine at 550,000 square miles. Although but a small proportion of it is yet settled, it furnishes at this time a supply of one and a-half millions of tons, and has doubled its produce within the last five years. The trade of this boundless country, including that lying west of Lake Superior, which in a few years will be intersected by railways to the base of the Rocky Mountains, and in due time to the Pacific Ocean, will warrant any judicious expenditure to facilitate and cheapen transportation by the St. Lawrence. The removal of the obstructions between Lakes St. Francis and St. Louis, recently surveyed by Messrs. Maillefert and Raasloff, and enlarging the locks on the Provincial Canals would open this navigation throughout to the ocean for steamers of the largest class, and reduce the interior freights to minimum prices. While, on the other hand, the discontinuance of the public bounty between Liverpool and New York, or the giving of aid to the same extent between Quebec and Liverpool, for building up a marine of equal capacity and speed, would reduce the ocean freights in the same proportion, and bring back the trade to its natural channel, great encouragement would also be given towards the establishment of so desirable an object by the construction at Quebec of Tidal Docks, for which the greatest facilities exist, and the revenues from which, when made, it is expected would amply repay the cost.

These improvements, in connection with daily lines of steamers to Chicago, would inevitably secure for the St. Lawrence the trade of the great West against any successful competition from any other quarter, during the six months of summer, for all future time; and there is no part of Canada that is not as much interested as another in extending the aid of Provincial credit for providing the facilities which your Committee now ventures to suggest.

## II. The Commercial intercourse between Canada and the other British North American Colonies.

The value of the trade with these possessions amounted in 1851 to £373,007; in 1854, £554,001, of which £149,082 were imports, and the duties thereon £26,691. Sugar and molasses alone yielded £24,072, while all other articles paid only £2619.

An effort was made in 1853 by a Committee of your Honorable House to open a communication with these colonies, with a view of furnishing the Legislature with annual statements of the resources and returns of the trade and of the customs duties collected by each. A tabular statement was prepared, from which it appeared that the population in 1851, including Canada, numbered 2,297,219; the revenue from customs amounted to £976,938, being an average per head for Canada of 8s. 2½d., New Brunswick 10s. 11½d., Nova Scotia 6s. 7½d., Prince Edward's Island 5s. 8½d., and Newfoundland 14s. 7½d.

A circular was addressed to the Secretary of each Government, (a copy of which will be found in Appendix,) but no replies have as yet been received from them.

Whether from the geographical position of the British possessions in America, a free intercourse would increase their direct trade, can only be ascertained by giving it a fair trial. From the favorable position the Northern Provinces occupy between the Mediterranean, the West Indies, and the Western States, your Committee are of opinion that the agricultural production of the West would be exchanged at our ports for the productions of the East, in addition to their lumber and fish, furnishing return cargoes, and opening a direct and apparently profitable trade. Their shipping interest would possess the advantage of employment in the inland navigation during summer, and on the ocean during the winter.

Your Committee would, under all the circumstances, recommend, therefore, a free commercial intercourse between Canada and the neighboring Provinces of North America.

## III. Commercial intercourse between Canada and the British West India Islands.

In 1854 the value of West India productions imported amounted to £333,970, of which only £621 came direct from the British possessions, £54,481 from Foreign islands, and £59,607 through Nova Scotia, Newfoundland, and Prince Edward's Island, in all, *via* the St. Lawrence, £114,709, leaving £219,261 to reach Canada through the United States. It will thus be seen that the direct trade between Canada and the British West Indies, by the way of the St. Lawrence, which a few years ago was in a flourishing condition, has almost disappeared.

Circulars were addressed to the different Colonial Secretaries, with a view of ascertaining whether, in their opinion, this trade could, by a removal of all duties, be revived, and the replies received are favorable.

## IV. Commercial intercourse between Canada and the United States.

In 1846 the Imperial Government changed her Colonial Commercial policy, and the markets of Great Britain were thrown open to the products of the United States without stipulating that they should receive the products of the British Provinces on the same terms. This change established two prices for agricultural productions on the frontier, the grower in Canada, according to the course of trade, receiving 20 per cent.,—or the amount of the duty,—less than the grower in the United States. Notwithstanding this difference in the value of the natural productions of the two countries (which are now admitted free, under the Reciprocal Acts of 1854,) imports into the United States from Canada increased from

App. B. \$642,672 in 1848 to \$6,097,204 in 1854; duties from \$118,330 to  
Nos. 5 & 6. \$1,243,403; and the imports into Canada from the United States from  
Nos. 5 & 7. \$984,604 in 1848 to \$2,180,084 in 1854; duties from \$63,640 to  
\$196,671; shewing an increase in the former, during a period of six  
years, of over ten to one, and in the latter, for the same period, of two to one, and  
upwards. We also find a striking increase in Foreign importations through the

App. B. United States. The imports for Canada direct, passing through under  
No. 8. bond, in 1854 were £1,336,770, the amount purchased by Canada in  
bond in the United States, under their warehousing system, £299,428,  
the value of goods purchased in the United States, on which a duty was paid there,  
and a second duty here, £144,021, the value of goods not subject to duty in the  
United States, £230,606.

App. B. These figures give the value of our importations from beyond sea  
No. 9. through the United States at £2,010,825, to which add importations  
of their domestic manufactures £2,835,525, and it would appear that  
No. 8. the total imports from the United States into Canada had increased  
to £4,846,350, and the exports to £2,604,320, or a grand total of  
No. 1. £7,450,670; while the imports into the United States through Canada  
from sea amounted only to £261,991.

Mr. McAlpine, in his Report of 1852 and 1853, estimates the amount of tolls collected on the productions of Canada, passing over the New York canals, at \$300,000 per annum. Only £31,561 of the above exports were in square timber; the remainder were the productions of the soil, and sawn lumber. This rapid increase of the traffic and trade through the United States, and consequent decline of traffic *via* the St. Lawrence is entitled to deep attention.

App. B. The Statements Nos. 10, and 11 exhibit the annual increase of the trade  
Nos. 10 & 11. between the two countries, in the United States since 1830, and in  
Canada since 1849.

The very able Report of the Hon. James Guthrie, Secretary of the Treasury of the United States, contains numerous tables not only confirming this increase, but affording useful information relating to the Foreign and domestic trade of the United States. Their imports in 1854 were \$304,565,381, exports of Foreign and domestic goods \$278,241,064, leaving an excess of imports over exports of \$26,324,317. This excess he estimates to be fully covered by the precious metals brought by immigrants, by profit on exports, and by ships engaged in the Foreign trade.

He recommends the reduction of the present tariff, consisting of eight different schedules, ranging from five to one hundred per cent. *ad valorem*, to two schedules of twenty-five and one hundred per cent. respectively; also the removal of duties on all raw materials used in manufactures, consisting of 197 articles, to correspond with Mr. Gladstone's reduction of the English tariff of 1843.

Min. Rep. 1854.  
No. 48, p. 414.

No. 10, p. 37.

P. 11. In calling the attention of Congress to this reduction, Mr. Guthrie says,—“In recognizing as I do, the principle that duties should be levied for revenue, and not for protection, I have considered it no departure from this principle to counteract the legislation of other countries, and make the same articles free under our laws, that are free under theirs.” He No. 9. proves from the tables exhibited, that the proposed reduction will leave an ample revenue to discharge the public debt, pay the expenses of No. 11, p. 66. Government, and allow a reduction of taxation from \$58,072,390 to \$47,709,320.

V. Commercial intercourse between Canada and other Foreign countries direct.

The trade of Canada from the sea-coast of Labrador to the head of Lake Superior is naturally directed to Great Britain or to the United States, where under their drawback systems the productions of the world centre and are furnished at the lowest prices. At no distant day, the competition for the Foreign trade of the Western States will be between the direct route of the St. Lawrence, and that by the Atlantic ports of the United States, the latter being subject to a transshipment at Buffalo and other lake or river ports. In Trade & Nav. 1853, the value of this trade into Canadian sea-ports amounted, in No. 17, p. 318. imports, to £268,507, exports, £52,448; in all, £320,995. Insignificant as it is at present, it should not be lost sight of, for so soon as No. 25, p. 457. the connections of our lakes and rivers are completed, a direct trade must spring up between the interior and all parts of the world, the extent of which it would be difficult to estimate.

### GENERAL REMARKS.

The object of this investigation is to point out the position of the inhabitants of Canada, as compared with that of the people of the adjoining States, with the view of placing them on a footing not less favourable.

By the Reciprocity Acts of 1854 this has been accomplished, so far as the grower is concerned, but not so as regards the consumer. To attain the same advantages for the latter, your Committee have examined the different tariffs of the two countries, which exhibit the different commercial policy pursued, and the different results produced. In Canada, for instance, tea, coffee and other articles in general use are subjected to duty, while in the United States they are admitted free. In Canada such manufactured articles as should be produced by the industry of our own people are chargeable with a duty of 12½ per cent., in the United States from 20 to 100 per cent., confining the comparison to the staple manufactures of cotton, woollens and iron. In 1853 the importations of these articles into the United States amounted to \$80,457,259, averaging \$3.20 for each inhabitant; while the like manufactures imported into Canada amounted to \$7,885,076, averaging for each inhabitant \$3.50 per head. The amount of those imports were in the following proportions from different countries, viz: Great Britain \$5,819,892, United States \$2,030,904, all other parts of the world \$33,868. This result proves that the United States furnishes us with from one-third to one-fourth of those articles cheaper than we can procure them elsewhere. The total value of Foreign merchandize imported into the United States was \$304,561,381, duties thereon \$58,072,390, being an average consumption, for a population of twenty-five millions, of about \$12, and average duty

No. 11, p. 67. \$2.25 per head. The imports into Canada, of corresponding articles  
 App. B, No. 1. amounted to \$40,529,324; and the duties to \$4,900,192, being for a  
 Pub. Accts., population of two millions \$20 for the former and \$2.50 for the latter,  
 No. 2, p. 14. per head: from which it appears the inhabitants of Canada individually  
 consume double the amount of Foreign imports, and pay higher duties than the  
 inhabitants of the United States.

### Manufactures.

Census Report, 1853. The entire Capital invested in the various Manufactures in the United  
 States, on 1st June, 1850, amounted in round numbers to \$500,000,000;  
 the value of raw material manufactured was \$550,000,000; the amount paid  
 for labour \$240,000,000; the value of the manufactured articles \$1,020,300,000;  
 the number of persons employed was 1,050,000. The amount of home man-  
 ufactured articles exported by them in 1854, was \$64,242,073, of  
 Rep. Fin. 1854, which \$38,062,570 was gold and silver coin.  
 No. 12, p. 69.

The capital invested in manufactures in Canada, or the value of the articles  
 manufactured, cannot be given with any degree of accuracy, as the Census  
 returns merely give the number of saw mills; and manufactures from  
 App. A. 43. wood, flouring mills, grain and various descriptions of machinery  
 Letter from W. Hutton, Esq., incident to all new countries, but give no information as to the value  
 Bureau of Agriculture. of the material. The exports of manufactured articles amount to  
 Census Returns, \$140,424, of which \$107,832 are to the United States, consisting of  
 Vol. 2, p. 382. iron, woollens, wood, straw hats, rags, ground plaster, and a few other  
 Trade & Nav. articles; shewing that under our present policy capital has not been  
 Rot. No. 25, p. invested in the manufacture of cotton, wool, or iron, to any extent.  
 437.

The principal cause of the excess of Foreign importations into Canada, in  
 proportion to its population, over those of a similar kind into the United States,  
 arises from the fact that such articles are not produced here to any extent, while  
 in the United States they are manufactured in such quantity as to meet a certain  
 proportion of the demand for them; and yet, if there is a country in the world  
 where such manufactures could be expected to flourish, it is Canada. Water  
 power is distributed over the Province in profusion, and the supply unlimited.  
 The climate, owing to the long winters in Lower Canada, during which the  
 population are unemployed, insures a supply of labour at low prices; and the  
 exports of straw hats and bonnets is an evidence at least of the desire for employ-  
 ment amongst its inhabitants, which might be turned to more profitable account.

Your Committee can see no good reason why the same Legislative encour-  
 agement in Canada should not produce the same results as it has done in the  
 United States. This subject, however, does not seem to have attracted much  
 public attention in Canada, as only one Board of Trade and, but very few indi-  
 viduals, have furnished the Committee with their views upon it.

The replies received recommend the increase of duties on the impor-  
 tations of all articles which can be manufactured in Canada, and a  
 App. A. reduction on all raw material required for the same; as also a reduc-  
 Kingston Board of Trade, 27— tion of the duties on those articles in general use, which cannot be  
 also, 23 to 31. produced here.

Concurring in the opinion of the Secretary of the Treasury of the  
 Rep. on Fin. 1854, p. 11. United States, that it is no departure from the general principle of free  
 trade, to counteract the Legislation of other countries, your Com-  
 mittee recommend that the principle of reciprocity in our commercial Legislation  
 be extended to the productions of manufactures, as well as those of agriculture,  
 and that the same rate of duties be imposed on the manufactures of the United  
 States, as are imposed by that Government on the manufactures of Canada.

*Revenue.*

The operation of our present drawback or bonding system is not generally understood.

In Great Britain and the United States, where large amounts are warehoused and again re-exported to Foreign countries, this system confers great advantages on the shipping interest, and indeed on every branch of commerce.

In the United States, the imports from Great Britain and her possessions alone, amounted to \$163,018,095, of which an amount of \$15,744,891 was re-exported.

But the warehousing system, it seems to your Committee, is only required where re-exportation is meant to take place, and is not adapted for a purely internal trade. It renders necessary the erection or renting of numerous buildings for the purpose of storage and delivery of goods, with all the consequent expense of attendants of every description, thus creating a heavy charge upon the public, while the only object it can possibly secure in this country, is the saving of a small sum of interest to the importer on the duties he would have to pay, if exacted from him at the time of importation. But it appears to your Committee, that the old system of extending a credit to the importer, on his giving bond for the payment of the duty, is a much more economical one for the public, and better adapted to the trade of this Province. It will be for the Government to consider whether it would not be well to revert to it, as it would not only render unnecessary the heavy expenses of warehousing, but would also remove any objection the importer might have of paying interest on duties before the goods had entered into actual consumption, such reasonable delay being given as would afford time for their sale to his customers.

App. B.,  
No. 10.

There are only 17 principal ports on the frontier in the United States, bordering on Canada, and during a period of 24 years (since 1830) an increase of only one has been made. Whereas there are 74 ports on

No. 11.

the frontier in Canada; bordering on the United States, including 30 additional ports created since the year 1841, or during the period of 13 years.

In the United States the expenses of collection increased from \$84,241 in 1830 to \$137,189 in 1848, exceeding the whole amount received by about \$400,000. During this period of 19 years the revenues increased from \$63,204 to \$1,052,368.

App. B.,  
No. 11.

In Canada the expense of collection increased from \$45,584 in 1841 to \$239,016 in 1854; and the estimates for the present year have reached \$280,000, while the revenue has increased from \$903,336 to \$4,900,768.

See Estimates  
1854.

No. 10 & 11.

These tables exhibit the relative increase of imports, revenue and expenses of collection at each port and at different periods.

Under the existing laws of the United States and Canada the duties on merchandize under bond, in passing through either country, cannot be evaded. The article must be entered at the sea-port where landed, and bonds given for the payment of the duties, to entitle them to the drawback on the goods being re-exported. A few ports of entry, therefore, at the most prominent points on the boundary of the two countries would be sufficient to protect this revenue on Foreign imports through the United States, as well as on the manufactures of that country; but this necessity for ports of entry in the interior does not seem so obvious to your Committee, nor, if the old system of giving bonds for duties were restored, would such establishments be required for the warehousing of goods under Her Majesty's lock.

The Trade and Navigation Returns referred to in most of the above statements were introduced in 1849, and your Committee have found them useful for reference, and as recording the progress of Foreign trade. But the statements enumer-

ating the articles passing the canals and locks in the interior, occupying 32 pages of the Trade Report, would naturally be looked for in the Report of the Commissioners of Public Works, to which they more properly relate.

Tables will be made out in future, shewing the course of trade with all foreign countries direct by the St. Lawrence and through the United States; also the value of Foreign goods on which duties have been paid in the United States, and again in Canada. The Committee would suggest the propriety of those statistics being accompanied with a written report similar to that of the Secretary of the Treasury of the United States, which is required by law to be published annually. Such a report would point out from year to year the course of trade, suggest further improvements, and afford general information on one of the most important subjects to which public attention can be directed.

### *Revenue from Tolls on Provincial Works.*

From the diversion of the trade of the Western States and Western Canada, to New York, the tolls on the St. Lawrence Canals scarcely pay the cost of management and repair.

In connection with this subject the attention of the Committee has been naturally directed to the efforts still making by the State Government of New York to enlarge the Erie Canal, for which work an appropriation of \$10,000,000 has been made, with a view of lessening the cost of transportation, and retaining the trade of the West. At present an annual sum of one and a-half million of dollars is set apart from the canal revenue, in order to liquidate the principal of the State debt, and a toll of 22½ cents is levied on every barrel of flour passing through the canal, to enable that appropriation to be made. This toll, added to the forwarder's charge of from 28 to 38 cents, makes the whole expense of bringing a barrel of flour to tide water through the Erie Canal to 50 or 60 cents at this time. But should no diversion of the trade be effected from this channel to the St. Lawrence it is obvious that a few years will suffice to pay off the State debt, now amounting to about \$22,000, and when this is effected, the toll may be reduced to two cents, and the consequent total charge for transport of a barrel of flour to 30 or 40 cents only; and if a larger class of vessels be used, that charge may be still further reduced to 25 or 30 cents from Lake Erie to New York. To counteract this inevitable result, the construction of a canal from the St. Lawrence to Lake Champlain has become a necessity, inasmuch as it would divert all that portion of this trade which now looks to the Eastern States for consumers, and would thus not only prolong the period of the payment of the New York Canal debt, but enable this Province to raise as large a revenue on the Canadian canals, as can be realized on the New York canals, or about \$3,000,000. The receipt of such an amount, or of any large portion of it, would effectually aid the sea trade by the St. Lawrence, inasmuch as no tolls are collected on the lower portion of that river, and the revenue derived by means of the Champlain route would enable the Government to diminish the expenses on other branches of trade, by Quebec. Your Committee would therefore most earnestly recommend the early commencement of that undertaking.

They are also of opinion that the removal of duties on cheap, heavy and bulky articles by the St. Lawrence, will increase importations for the Western States, and consequently the tolls on the Provincial canals, to an amount that would amply compensate for any diminution of revenue at the Custom House, arising from such a step.

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From the above statements your Committee submit for the consideration of the Legislature :

1st. The removal of all duties on the productions of the British possessions in America, imported by the St. Lawrence, on precisely the same principle as between the different States of the Union.

2nd. That the principle of reciprocity with the United States be extended to the productions of manufactures, to the registration of Canadian and United States built vessels, and to the shipping and coasting trade, in the same manner as to the productions of agriculture.

3rd. That an address be presented to Her Majesty, praying that the bounty on steamers between Liverpool and Boston may not be renewed after the expiration of existing contracts, or that an equivalent bounty be given to the St. Lawrence for six months of the year.

4th. The removal of all duties on cheap, heavy, and bulky articles by the St. Lawrence.

5th. The deepening of the channel between Lakes St. Francis and St. Louis, immediately, and the extension of liberal aid towards the building of Tidal Docks at Quebec.

6th. The construction of the St. Lawrence and Champlain Canal, with locks of the same dimensions as Sault St. Marie, as soon as possible.

7th. The extension of a credit to the importer, so as to admit of a reduction in the number of inland ports of entry, and in consequent expense to the public.

All of which is respectfully submitted.

WM. HAMILTON MERRITT,  
Chairman.



## APPENDIX A.

## INDEX.

Copy of Circular to the Colonial Secretaries of British North America and the West India Islands, viz :

1. New Brunswick,.....J. R. Partelow, Esq.
2. Nova Scotia and Cape Breton,.....Hon. Joseph Howe.
3. Prince Edward's Island,.....Francis Longworth, Esq.
4. Newfoundland.....James Crowdy, Esq.
5. Jamaica,.....W. G. Stewart, Esq.
6. Trinidad,.....T. F. Johnstone, Esq.
7. Barbadoes.....James Walker, Esq.
8. The Bahamas,.....Hon. C. R. Nesbett.
9. The Bermudas,.....R. Kennedy, Esq.
10. British Guiana,.....Wm. Walker, Esq.
11. Honduras,.....J. C. Berkeley, Esq.
12. Antigua,.....Anthony Musgrave, Esq.
13. Montserrat,.....E. D. Baynes, Esq.
14. St. Christopher, &c.,.....R. M. Ramsay, Esq.
15. Nevis,.....T. Slater, Esq.
16. Tortola and the Virgin Isles,.....G. H. A. Porter, Esq.
17. Dominica,.....W. H. McCoy, Esq.
18. Grenada,.....O. Rowley, Esq.
19. St. Vincent,.....John Beresford, Esq.
20. Tobago,.....John Thornton, Esq.
21. St. Lucia, (includes Demerara).....J. N. Drysdale, Esq.
22. Copy of letter to the Secretary of the Government of Cuba.
23. Copy of Circular to Secretaries of different Boards of Trade, and different persons in Canada.
24. Copy of letter to R. S. M. Bouchette, Esq.
25. Reply from the Hon. Joseph Howe, Provincial Secretary, Halifax, N. S.—12th January, 1855.
26. Answer thereto.
27. Reply from A. Mitchell, Esq., Deputy Colonial Secretary, Prince Edward's Island.—3rd March, 1855.
28. Reply from John Kennedy, Esq., Colonial Secretary, Bermuda.—13th February, 1855.
29. Reply from Hon. Jas. Walker, Col. Secy., Barbadoes.—28th Feb., 1855.
30. Do. A. M. J. Grave, Esq., Col. Secy., Antigua.—28th Feb., 1855.
31. Do. W. S. Stewart, Esq., Secretary, Jamaica.—25th January, 1855.
32. Do. Geo. H. A. Porter, Esq., Tortola.—28th February, 1855.
33. Do. — Mitchel, Esq., Acting Secy., Grenada.—27th Feb., 1855.
34. Do. W. C. Iamond, Esq., Act. Secy., Nevis.—13th March, 1855.
35. Reply from —, Colonial Secretary, Belize.—14th Feb., 1855.
36. Do. E. Eyre, Esq., Lieut. Gov., St. Vincent.—10th April, 1855.
37. Do. Kingston Board of Trade.—23rd February, 1855.
38. Do. Wm. Lyman & Co., Montreal.—4th January, 1855.
39. Do. M. Child, Esq., Stanstead.—20th January, 1855.
40. Do. Jas. Morrison, Esq., Collector of Customs, Coaticoke.—14th February, 1855.
41. Reply from C. Hatch, Esq., Kingston.—23rd March, 1855.
42. Do. R. S. M. Bouchette, Esq.—23rd March, 1855.
43. Do. Wm. Hutton, Esq., Bureau of Agriculture.—10th April, 1855.

(Nos. 1 to 21.)

LEGISLATIVE ASSEMBLY,  
COMMITTEE ROOM,QUEBEC, *November, 1854.*

SIR,—A Committee having been appointed to inquire into the present state of the Commercial intercourse between Canada and Great Britain, the British North American Possessions, the West India Colonies, the United States, and other Foreign countries, they are desirous to be informed whether in the event of a removal of every restriction and duty on the natural productions of the Island of Newfoundland, your Government are prepared to remove the duty on the productions of Canada by the St. Lawrence immediately, or within a given time.

The object in view is to ascertain whether it is the mutual interest of the British American Colonies to establish the same freedom of commercial intercourse between them, which exists between the different States which compose American Union.

I have the honor to be,

Sir,

Your obedient servant,

WM. H. MERRITT,

Chairman of Committee.

To the Secretaries of British North American Colonies, and British West India Islands.

(No. 22.)

LEGISLATIVE ASSEMBLY,  
COMMITTEE ROOM,QUEBEC, *November, 1854.*

SIR,—I have the honor to inform you, for the information of the Governor General of Cuba, or the proper authority to address on the subject, that a Committee having been appointed to enquire into the present state of the commercial intercourse between Canada and Great Britain, the British North American Possessions, the West India Colonies, the United States, and other Foreign Countries, the Committee are desirous to ascertain whether in the event of all duties and restrictions being removed on their productions, when admitted into Canada by the St. Lawrence, your Government will remove the duties on the productions of Canada when admitted into Cuba, if not immediately, within a given time.

An answer directed to me, at the City of Quebec, on or before the first of March next, will oblige

Your obedient servant,

WM. HAMILTON MERRITT,

Chairman.

To Secretary,  
Governor General of Cuba.

[Circular.]

(No. 23.)

LEGISLATIVE ASSEMBLY,

COMMITTEE ROOM,

QUEBEC, 4th December, 1854.

SIR,—A Committee having been appointed to enquire into the present state of the commercial intercourse between Canada and Great Britain, the British North American Possessions, the West India Colonies, the United States, and other Foreign Countries, will you have the goodness to point out what Legislative provisions would, in your judgment, best promote the trade with either of those countries for their mutual advantage. Also inform the Committee what are the relative prices at which the following articles are furnished to the consumer at the principal cities, towns and villages, at any point from Coaticooke (on the Portland Road) to Detroit, at or near the Boundary Line between the United States and Canada, viz: Tea, Coffee, Salt, Molasses and Sugar.

Also the prices of the principal articles furnished to the consumer, manufactured from Cotton, Wool and Iron.

Are the manufactures of these articles equally profitable on both sides of the Boundary Line?

Would the commercial and the general interests of this Province be promoted by encouraging the manufacture of these articles?

If so, what Legislative provisions would, in your judgment, best attain that object?

Have the goodness to address your answer to me, at the City of Quebec, on or before the 15th February next.

I have the honor to be,

Sir,

Your obedient servant,

WM. HAMILTON MERRITT,

Chairman of Committee.

(No. 24.)

COMMITTEE ROOM,

13th December, 1854.

SIR,—I will thank you to furnish me, for the information of the Committee on Trade, on or before the first day of March next, in addition to the information already called for,

The return of the articles, value and amount of duty received on the importations direct from each separate British Possession in North America and the West Indies. What proportion was the natural production, and what was imported and re-shipped here from Foreign ports.

Since the first information was received, I find in the Report of the Secretary of the Treasury of the United States on Commerce and Navigation for 1853, No. 3, p. 126, general statement of Foreign Merchandise exported to Canada, not enumerated, which had paid the following duty to the United States:

|                  |         |
|------------------|---------|
| 5 per cent,..... | \$185   |
| 10 " .....       | 6,454   |
| 15 " .....       | 21      |
| 20 " .....       | 83,830  |
| 25 " .....       | 742,972 |
| 30 " .....       | 431,530 |
| 40 " .....       | 210     |

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\$1,265,202

and under page 128,—value of merchandize exported to Canada,—

|                     |             |
|---------------------|-------------|
| Free from duty..... | \$1,188,221 |
| Paying duties.....  | 2,635,366   |

I will thank you to inform this Committee if you have any means of ascertaining whether we pay duty on that amount, first to the United States, and again in Canada.

I see no returns shewing the amount of Foreign articles imported into Canada through the United States in bond, in the Return of 1853.

It is quite clear that all Foreign articles imported into Canada from the United States, not in bond, pay a double duty, and as the duties must exceed \$50 on each separate article to be entitled to drawback, it is desirable to ascertain the relative proportion imported from thence under bond and otherwise. A column of Foreign articles subject to drawback, another not subject to drawback, and a third for the domestic articles of the United States, appear necessary to give that information.

The Committee are also desirous to ascertain the present course of Foreign Trade, and you will therefore have the goodness to point out what proportion is entered in the Atlantic ports of the United States, from Foreign parts, and re-shipped to Canada by sea *viâ* St. Lawrence, and what proportion passes through the interior of the United States by canal or railway, and from which port, New York, Boston or Portland.

With a hope that there is ample time to give this summary statement in the Statistical Report of 1854,

I have the honor to be,

Sir,

Your obedient servant,

WM. HAMILTON MERRITT,

Chairman.

R. S. M. Bouchette, Esq.

(No. 25.)

HALIFAX, 12th January, 1855.

SIR,—I have had the honor to receive your circular of the 3rd November. I do not know that I understand the scope of your enquiry. The United States apply to domestic exchange the principle of Free Trade. They tax Foreign commodities at uniform rates, and apply the proceeds to support the national treasury. If the Provinces were united as the States are they might adopt both systems. As matters stand I apprehend that there may be difficulties not easily overcome. I do not, however, venture to express an opinion until the Honorable Chairman's views are further expounded and explained.

I have the honor to be,

Sir,

Your obedient servant,

JOSEPH HOWE.

(No. 26.)

LEGISLATIVE ASSEMBLY,

COMMITTEE ROOM,

QUEBEC, 12th March, 1855.

SIR,—In reply to your favor of the 12th January and 5th February, requesting further explanation regarding the commercial intercourse between the Colonies in British North America and the West Indies, I beg to inform you that the scope of my enquiry was intended to be confined to one point, as far as relates to the Province of Nova Scotia. In case the Legislature of Canada should extend the principle of reciprocal exchanges, and receive every article shipped from your Province, whether of Home or Foreign production, free from duty, would your Legislature receive all articles from Canada on the like terms.

I do not see any difficulty in those exchanges, and cannot draw the distinction to which you allude. It is quite true the Federal Government is supported from duties on Foreign trade, but this reciprocal trade between Nova Scotia and Canada, would not prevent your imposing what duties you please, on the productions of other countries.

I have the honor to be,

Sir,

Your obedient servant,

WM. H. MERRITT,

Chairman of Committee.

Hon. Joseph Howe,  
Provincial Secretary,  
Nova Scotia.

(No. 27.)

COLONIAL SECRETARY'S OFFICE,

PRINCE EDWARD'S ISLAND, 3rd March, 1855.

SIR,—Your letter of the 30th November last having been submitted to the Lieutenant Governor, I am directed to inform you that the decision of His Excellency in Council limits Commercial intercolonial intercourse with this Island to the reciprocal admission of all the articles embraced in the Reciprocity Treaty with the United States, and that a measure is about to be passed by the Legislature of this Island for that purpose.

Respecting your enquiry relative to articles being the produce of the Mediterranean and West Indies as commodities of export from here to the ports of Québec and Montreal at cheaper rates than you can obtain them direct from the place of production, I am to acquaint you that this Colony has no direct trade with either of these parts, and is itself dependent for supplies of their products from the lower sister Provinces and the United States of America.

I have the honor to be,

Sir,

Your very obedient servant,

A. MITCHELL,

Deputy Colonial Secretary.

Wm. Hamilton Merritt, Esq.,  
Quebec.

(No. 28.)

SECRETARY'S OFFICE,  
BERMUDA, 13th, February 1855.

SIR,—I have received and laid before the Governor of this Colony the letter that I have had the honor to receive from you, dated Quebec, March, 1854, expressing a desire "to learn whether, in the event of the productions of the Bermudas being admitted into Canada free from duty, this Government is prepared to remove the duty upon the productions of Canada by the way of the St. Lawrence on the like terms, immediately, or within a given time;" and I have the honor to acquaint you in reply that on a subject so materially connected with the financial arrangements of Bermuda, it is impossible for His Excellency to supply any reliable explanation or answer until he shall have had an opportunity to submit the same to the consideration of the Legislature, which His Excellency will take an early opportunity to do at its approaching session.

I have the honor to be,

Sir,

Your most obedient servant,

Wm. Hamilton Merritt, Esq.,  
&c., &c., &c.  
Quebec.

JOHN KENNEDY,  
Colonial Secretary.

(No. 29.)

SECRETARY'S OFFICE,  
BARBADOES, 28th February, 1855.

SIR,—I have had the honor to receive, and to lay before the Governor General your letter of the 30th November last, which was only received at this place on the 24th instant.

His Excellency directs me to state to you that he enters fully into the views indicated in your communication, and that he will take the earliest opportunity of recommending them to the favorable consideration of the Legislatures of Barbadoes and of the other Colonies under this Government.

I have the honor to be,

Sir,

Your obedient servant,

JAS. WALKER,  
Colonial Secretary.

The Hon. Wm. Hamilton Merritt,  
Quebec.

(No. 30.)

COLONIAL SECRETARY'S OFFICE,  
ANTIGUA, 28th February, 1855.

SIR,—I have the honor to acknowledge the receipt of your letter of the 30th November, 1854.

I regret that I am unable at present to convey an authorized reply to the question which it contains, as it will be necessary for that purpose to submit the subject for the consideration of the Legislature. The temporary absence of the Governor General from this island on a visit to other portions of his Government, and an adjournment of the Houses, prevent my effecting this object in time for a communication by this mail.

The importance of the suggestion presented in your letter will insure for it the most earnest consideration of the Local Government, and I am disposed to hope that the Legislature will be inclined to concur in such a proposition if it can be carried out.

I have the honor to be,  
Sir,

Your most obedient humble servant,

A. MUSGRAVE,  
Colonial Secretary.

Wm. Hamilton Merritt, Esq.,  
Quebec.

(No. 31.)

ISLAND SECRETARY'S OFFICE,  
25th January, 1855.

SIR,—I have the honor to acknowledge your letter of the 30th November last, communicating (as their Chairman) the desire of a Committee of the Honorable the Legislative Assembly of Canada, to be informed how far a reciprocal removal of duty upon the productions of Jamaica and Canada might be established, and in reply I beg to state that I laid your communication before His Excellency the Governor.

I have the honor to be,  
Sir,

Your most obedient servant,

W. S. STEWART,  
Secretary, Jamaica.

Wm. Hamilton Merritt, Esq.  
Quebec.

(No 32.)

COLONIAL SECRETARY'S OFFICE,  
TORTOLA, 28th February, 1855.

SIR,—I have much pleasure in acknowledging the receipt of your letter of the 30th Nov. last, by last mail, i. e., 22nd inst. In reply thereto I beg to acquaint you that I laid the same before the Governor, whose authority I have for stating that the Government of Tortola, (which includes all the British Virgin Islands,) will be prepared immediately to reciprocate with the Government of Canada, in admitting free of duty the productions of Canada by the way of the St. Lawrence.

Should any other information be required I shall be happy to afford it, if in my power.

I have the honor to be,  
Sir,

Your obedient servant,

GEO. H. A. PORTER,  
Colonial Secretary.

Wm. Hamilton Merritt, Esq.,  
Chairman of the Committee of the  
Legislative Assembly, &c., &c.,  
Quebec.

(No. 33.)

COLONIAL SECRETARY'S OFFICE,  
GRENADA, 27th February, 1855.

SIR,—I have the honor to acknowledge the receipt of your letter, addressed to the late Colonial Secretary of this Island, dated the 30th November last, and received yesterday, and having submitted the same to the Lieutenant Governor, he has directed me to state to you that he will have much pleasure in laying the subject thereof to the Legislature at its next meeting, which is appointed to take place on the 1st May next, as it cannot be dealt with by any other than that body.

I have the honor to be,

Sir,

Your obedient humble servant,

SAMUEL MITCHELL,

Acting Colonial Secretary.

Wm. Hamilton Merritt, Esq.,  
Quebec,  
Canada.

(No. 34.)

SECRETARY'S OFFICE,  
NEVIS, 13th March, 1855.

SIR,—Although embracing the earliest opportunity which has been afforded me of replying to your letter of the 30th November, 1854, I regret to find that the day on which you desired to be in possession of an answer, (the first of March,) has already passed.

The illness of the Colonial Secretary has been the cause of your very important communication being withheld from the public of this Island until the 5th instant.

No meeting of the Legislative Houses having taken place since your letter came to light, I am unable to give a satisfactory reply to your enquiry. I must, however, inform you that the bad working of the present system of indirect taxation has been already brought under the notice of the Legislature, and a Bill introduced for the abolition of all Import Duties.

The successful passing of this proposed measure must still be considered doubtful, but the fact that it has been under serious contemplation induces me to believe that the proposal of a reciprocal abolition of duties between the Province of Canada and the Island of Nevis will meet with a favorable reception from a considerable number of the Members of the House of Assembly, when they shall be made acquainted with the substance of your letter.

I have the honor to be,

Sir,

Your most obedient humble servant,

WM. C. LAMOND,  
Acting Colonial Secretary.

To Wm. Hamilton Merritt, Esq.,  
Chairman of Committee Legislative Assembly,  
&c., &c., &c.,  
Canada.



(No. 35.)

COLONIAL SECRETARY'S OFFICE,  
BELISE, 14th February, 1855.

SIR,—I have had the honor to receive and lay before Her Majesty's Superintendent, your letter of the 30th November, requesting me to state, for the information of the Committee appointed to enquire into the present state of the commercial intercourse between Canada and other countries, whether in the event of the productions of the settlement of Honduras being admitted into Canada free from duty, the Government here would be prepared to remove the duty upon the productions of Canada upon the same terms.

In reply I am instructed to acquaint you that when placed in possession of the precise nature of the measure about to be introduced into the Canadian Legislature, the Superintendent will be in a better position to state the extent to which the Government of Honduras are likely to go with the view of establishing a mutual system to promote the freedom of commercial intercourse.

I have the honor to be,

Sir,

Your most obedient humble servant,  
GEO. MILNE,  
Colonial Secretary.

Wm. H. Merritt, Esq.,  
&c., &c., &c.,  
Quebec.

(No. 36.)

GOVERNMENT HOUSE,  
SAINT VINCENT, 10th April, 1855.

SIR,—I have the honor to inform you that your letter of the 30th November, 1854, addressed to the Colonial Secretary of the Colony, on the subject of admitting into Saint Vincent, duty free, the productions of Canada by way of the St. Lawrence, upon the removal of all duties from the productions of Saint Vincent introduced into Canada, was only received by this Government on the 26th February, 1855.

2. On the 28th February I laid your letter before both branches of the Legislature, recommending their assent to the immediate mutual removal of all restrictions upon the commercial intercourse between Canada and Saint Vincent.

3. I have now the honor to transmit a copy of the Speaker's reply on behalf of the House of Assembly, and though I have not yet received any answer from the Council I have no reason to doubt that it will be couched in very similar terms; and as soon as I receive it a copy shall be forthwith transmitted to you.

I have the honor to be,

Sir,

Your obedient humble servant,

J. EYRE,  
Lieut. Governor.

Wm. H. Merritt, Esq.  
&c., &c., &c.  
Quebec.

COMMITTEE ROOMS, COURT HOUSE,  
7th April, 1855.

SIR,—I have the honor to acknowledge, on the part of the Honorable House of Assembly, Your Excellency's joint message No. 5, enclosing copy of a letter

from the Chairman of Committee of the Legislature of Canada to the Colonial Secretary of this Island, in which enquiry is made, "whether, in the event of the productions of this Island being admitted into Canada free of duty, this Government is prepared to remove the duty upon the productions of Canada by the way of the St. Lawrence on the like terms immediately or within a given time."

On the part of the Honorable House, I am instructed to reply that, provided the Legislature of Canada excludes the admission of sugar and molasses, the produce of slave labour, from their markets, (except at the rates of duty now or heretofore in force,) and so long as that exclusion continues, this House will be prepared to remove the duties upon the productions of Canada by way of the St. Lawrence, upon the productions of this Government being admitted free from duty into Canada.

I have the honor to be,

Sir,

Your Excellency's obedient servant,

J. CLEMENT CHOPPIN,

Speaker.

His Excellency

E. J. Eyre, Esq.,

Lieutenant Governor.

(A true copy.)

George Hammond Hawtaque,

Private Secretary.

(No. 37.)

KINGSTON, 23rd January, 1855.

Sir,—Your circular, dated at Quebec, 4th December last, was duly received, and brought under the consideration of the Kingston Board of Trade, by whom the various subjects referred to therein have been carefully and attentively considered, and who respectively submit, for the consideration of your Committee, the following observations upon the trade of Canada :

The first question in your circular asks, what Legislative provisions would best promote the trade between Canada and Great Britain, the British North American Possessions, the West India Colonies, the United States, and other Foreign Countries.

First in importance of these is our trade with Great Britain, upon which this Board have no suggestions to make. Our products are, under the free trade policy of that country, admitted at the lowest possible rates of duty, while we admit all raw materials from thence at a merely nominal rate, and only charge upon manufactured goods the duty necessary for revenue purposes.

This Board anticipates important advantages from the Reciprocity Treaty with the United States, about to come into effect, and would gladly see this principle applied and similar facilities extended in the exchange of our agricultural and other natural products with those of our sister Colonies, and also of all Foreign Countries.

With a view to open up a direct trade from this country with China and the East and West Indies, a trade which this Board believes would largely promote the general interest; they recommend that when the products of these countries are imported into Canada, direct from the place of growth, a reduction be made of twenty-five per cent. on the duties otherwise chargeable thereon. This will tend largely to increase the trade by the St. Lawrence, the natural channel for the com-

merce of this Province, as well as of large sections of the adjoining States of the American Union, and in the prosperity and extension of which all parts of Canada have a deep interest.

This Board have not been able to obtain any satisfactory information as to the relative prices here and in the adjoining State of New York, of tea, coffee, salt, molasses, sugar, and goods manufactured from cotton, wool or iron, nor have they the means of ascertaining whether the manufacture of the goods last mentioned is equally profitable on both sides of the boundary line dividing Canada from the United States.

It is the opinion of this Board, that the commercial and general interests of this Province would be promoted by encouraging the manufacture of certain descriptions of cotton, woollen, and iron goods. In the year 1853 we imported from the United States over £600,000 worth of these goods, the greater part of which, this Board are convinced, could be manufactured as cheaply in Canada, and they recommend that, with a view to this end, the duty charged upon manufactured goods imported from the United States be the same as is charged by that country upon similar goods, thus placing the manufacturer here upon a footing of equality with his opponent, and without which it is in vain to expect that manufactures will be established in Canada upon the extensive scale required to supply the wants of its inhabitants at the cheapest possible rate. This Board deprecate the encouragement of any description of manufacture relying upon a protective tariff for an increased price for its goods, they only ask fair play for the Canadian manufacturer, convinced that, once fairly established, he can and will supply the goods mentioned, as cheaply as they can be obtained elsewhere. This conviction is not mere opinion, it is based upon the results which have followed a similar system carried out in the United States, when engaged in a manufacturing contest with Great Britain, under circumstances much more discouraging than those under which we are now placed.

As connected in no small degree with the prosperity of the commerce of Canada, this Board desire also to urge upon the Legislature the importance of constructing a canal to connect the St. Lawrence with Lake Champlain, as a means of drawing through our own waters a share of the immense and rapidly increasing trade between the Eastern and Western States, and which cannot be brought so near our principal seaport without producing beneficial results, over and above those flowing merely from the transit of property through the country.

JOHN WATKINS,

President,

DAVID SHAW,

Secretary,

Kingston  
Board of Trade.

To the Honorable

W. Hamilton Merritt, M. P. P.,  
Quebec.

(No. 38.)

MONTREAL, 4th January, 1855.

DEAR SIR,—In reply to your circular of the 4th December last, we have to say in answer to the question :

“What Legislative provisions would best promote the trade with either of those countries?” referring to Great Britain, the British North American Possessions, the West Indian Colonies, the United States, and other Foreign countries.—

That generally the best Legislative provision is to charge a minimum rate of duty upon all articles imported from the place of growth, being natural products. The effect of this will be to foster our marine, and reduce the cost of freight upon our exports by sea, especially upon lumber.

In reply to the question: "Is the manufacture of these articles equally profitable on both sides of the boundary line?" referring to cotton, wool and iron; we have to say that the manufactures in question are not equally profitable; and, for this reason,—the Canadian tariff is not placed on an equality with the American on manufactured articles, and the consequence is, the American manufacturer can avail himself of the Canadian market in addition to his own much more extensive one; while the Canadian cannot avail himself of the American on equal terms.

In answer to the question: "Would the commercial and general interests of this Province be promoted by encouraging the manufacture of these articles?"—we reply most undoubtedly they would.

In answer to the question: "What Legislative provisions would best attain that object?"—we reply that all raw or crude products, all such as enter into new combinations of increased value, or are used in manufacturing processes of any kind, should be admitted at a minimum or nominal rate, while all manufactured articles from the United States should be charged the same rate they charge upon similar goods from this country.

Looking at the prosperity of this country as affected by manufactures, as a whole, aside from, and beyond petty sectional interests, such, substantially, should, in our opinion, be the policy of this country.

We have the honour to be,

With great respect,

Your obedient servants,

WILLIAM LYMAN & CO.

Hon. Wm. Hamilton Merritt,  
Chairman, &c. &c. &c.,  
Quebec.

(No. 39.)

STANSTEAD, 20th January, 1855.

SIR,—In reply to your circular of the 4th ultimo, which I received but a few days ago, I beg leave to remark that I attempt an answer to your questions, which cover the foundation of a trade and manufacturing policy, with much diffidence; and should they suggest anything which may contribute to a wise settlement of that for which you and your colleagues are labouring to perfect, I shall be highly gratified. And, first, our commercial intercourse with the sister Colonies in North America is of the first importance, and that it should be as free from obstacles as the circumstances under which they are severally placed will permit. Canada can afford (with her large surplus revenue) to lead the way in making that home trade free in all native produce and manufactures. It is clear that such intimate relations between them and us would cement the elements of our national strength and prosperity to an extent hitherto unthought of by our contemporaries.

2nd. The tariff of duties, except on such articles as are required by our manufacturers, ship builders, and fisheries, should be fixed at that point which would not discourage consumption, nor native production, nor industry; yielding the largest amount of revenue, and such articles as tea and brown sugar, which enter into general consumption, should be made free as soon as the revenue will permit.

3rd. On articles of luxury a maximum duty could be safely placed, but not so high as to check consumption. Reciprocity will soon develop its effects upon our interests, and contains provisions which are subject to suspension by either of the parties thereto. I flatter myself that, in the end, it will work well for us and our sister Colonies. If our Alien laws are liberal, Americans with their skill

and capital will sit down on our superior water power with their machinery, and become denizens of the land. All their property there, and skill, is taxed heavily; and even head money is required of them and their labourers, which is not a small item in their annual expenses. Here, no such burden would weigh them down,—only a school and road tax to pay here, which is cheerfully borne by our people, and would be more so by such Americans as would become settlers amongst us. I believe it is an imperative duty that we should set about making trade free with our sister Colonies; that the elements of prosperity which we possess, and in fact of national wealth and strength which lie in a great degree uncultivated or unknown within our limits, may be preserved to our own benefit, and ultimately cementing us into one national interest and character.

Our freedom is virtually accomplished. We sustain Imperial interests from affection and interest, and our trade and manufacturing policy should be settled on a wise foundation, and we have not to grope our way in the dark. We have examples from the policy of the parent state, and our wise and active neighbours over the border, for our guide. I feel a degree of chagrin that our Province shows no more leading ability upon this subject of public policy, and a well digested system of trade and commerce. The elements of national strength and greatness which the British Provinces in North America possess, surpass, in my opinion, the largest conception of our cotemporaries. The expansion to them, which has taken place in Canada, under a little freedom of action, for a few years, though, in my opinion, not as wisely directed as they might have been, proves that under a more efficient direction a vast deal more may be done to develop the riches that lie uncultivated in our soil, our waters, and our mines. Our forests are fast wasting away before the improvident lumberer. The first fruits of our country have already passed away, and our policy should encourage labour not only of the farmer but the mechanic. Whenever these two classes thrive all other classes in a civilized community will be found thriving. It is not so with those two classes of men who must precede them, the hunter and lumberman. I do not undervalue either of them, but I would wisely adopt our policy of trade and commerce to the encouragement of the former, as the latter have ceased, or are rapidly doing so, while the former are growing strong on the rewards of labour, and under wise legislation would, in my opinion, surpass our active neighbours over the border in a very short time. I deplore the emigration of our young men, which has been draining Canada for the last ten years of its best bone and muscle. It ought to cease by better prospects being opened up to the ambition of our sons, and I apprehend that a trade policy, as sound as that of our neighbors, would encourage them to return and remain in the honorable and profitable pursuits of their fatherland. These things have borne heavily upon my mind for years, and my influence has been exercised to promote them. I have seen but little to encourage me. My own children are grown to manhood, and through my influence have not forsaken the land of their birth, but my neighbour's children are chiefly gone to the States, and there become settled. You will not be surprised that I give expression to my wish to see British North America well united in trade and commerce, forming a union of general interest, that will induce a political and civil union to our mutual advantage. Elements of decay already appear in the union of our neighbours, and it would not surprise me if they should ere long work a separation of free from slave States. Our destiny does not call us to mix ourselves up in their intestine conflicts, but pursue diligently the protection and cultivation of the riches which lie in our soil, mines and waters, in doing which we cannot go wrong. The price of articles made of cotton, wool and iron, of coarse fabric, and the latter which is used for edge tools, is in favor of the United States, but general hardware and fine fabrics in favor of Britain. Manufactures may be as suc-

cessfully carried on in Canada under the 12½ duty as in the States, to the extent demanded, and that demand would be increasing as our intercourse enlarged with our sister Colonies and Foreign countries. They would require the fostering care of the Legislature. Whatever is profitably made in the United States may, with less cost, be done here, as the taxes here are so much less upon capital, labor, and skill; hence men from there would, for that reason, be induced to settle here, under our Alien laws, which are indeed liberal.

Tea, sugar, salt and coffee, are bought in Boston cheaper than in our own cities.

I do not believe our manufacturing interests require protective duties, over and above the 12½ per cent. now imposed; yet they require the fostering care of Government to free articles they use or raw material from time to time.

I have the honor to be, Sir,

Your most obedient servant,

M. CHILD.

Hon. William H. Merritt,  
Quebec.

(No. 40.)

CUSTOM HOUSE,  
COATICOOKE, 14th February, 1855.

SIR,—I have the honor to acknowledge the receipt of your circular of 4th December last, and, in reply, to state that I am not sufficiently acquainted with the commercial transactions between Canada, and other Foreign countries, to offer an opinion as to what Legislative provision would promote their mutual benefit.

The relative price of tea and coffee, in this section of the Province, varies but little more than the amount of duty with that of the neighbouring villages in the State of Vermont, until you get 12 or 14 miles into the Province, when the price increases. Molasses are retailed about 6d. per gallon dearer here, and sugar about 1d. the lb.

With regard to the manufactures of cottons, they vary about 20 per cent., being dearer here; stoves and castings, 25 per cent.; Canadian manufactured woollens, about 15 per cent. cheaper than that of the United States;—the manufacture of which articles, if judiciously carried out, I consider would be advantageous to the Province generally, by creating a home market for agricultural products.

The imports of scythes, hoes, forks, and other agricultural implements, from the United States, as well as stoves, is great, the whole of which could be made in the Province, and the admission of raw material free, for their production, would take from the revenue but a small amount.

The traders in this section do not, I presume, realize as large profits as elsewhere, in consequence of the establishment of branches of the New England Protective Union, the members of which, on subscribing three dollars as a Joint Stock Company, can purchase from the establishment goods at an advance of 6 per cent. on cost and charge, and non-subscribers at 10 per cent., which tends to keep down the prices at the other stores.

Good sheetings will sell here at from 9 to 10 cents a yard.

Satinetts, 65 to 80 cents a yard.

Stoves about 7½ cents the lb.

I have the honor to be, Sir,

Your most obedient servant,

JAMES MORRISON,

Collector.

To W. H. Merritt, Esq., M. P. P.,  
Quebec.

(No. 41.)

KINGSTON, 20th February, 1855.

SIR,—In reference to your circular, dated Quebec, 4th December, 1854, I beg leave to offer a reply, trusting that it will be received, and the importance of the suggestions therein contained be duly weighed and considered, in proportion as they may bear upon the present and future interests of these United Provinces.

Although I may not answer distinctly and separately the various questions submitted for consideration and opinion, yet I will endeavor to give such a general view of the subjects contained in those queries and of the general principles of the commercial policy of this Province, which require a revision in favor of the most vital and important interests of Canada.

Firstly.—The articles of tea, raw sugar, and coffee, are articles which enter largely into consumption among all classes; that tea and coffee on the south side of the line are admitted free when imported in United States vessels; that sugar and molasses there are subject to duty on importation, for the protection of domestic interests.

That sugar on the south side of the line is furnished the consumer at a rate varying from 10 to 20 per cent. lower than on the north side, arising from the facts that it is a production of the Southern States.

That salt and tea vary on each side of the line, only so far as the freight and duties when added to the original cost, together with the per cent. of profits chargeable by the dealers on the duties and on the other charges, as well as the original purchase of the article in bond or otherwise.

Wool being the natural production of the country, and its use very extensive, entering largely into the expenses of every portion of the population, the encouragement of its manufacture is therefore to be highly recommended. Various woollen factories are already in operation in Canada and under favorable prospects; but their ultimate success, their advantage to the country, by supplying their manufactures to the consumers at a low rate, does now and ever will depend, in a great measure upon the policy adopted by the Government, to which I shall shortly refer.

Cotton not being a native production would appear at first view, not to warrant the investment of capital in Canada, but when we consider the advantages which a few cotton factories would have when once established, I am decidedly of opinion that capital therein would be good investment, and many advantages arise from such establishments to the community. At the present time the labor of young girls, which is a large portion of the labor required in factories, is perhaps more easily obtained here than in the United States. And to a great extent the young of both sexes would find constant employment, who now are idle and in very destitute circumstances, who have not the opportunity of supporting themselves by their own industry, who would seek and accept such employments thankfully, and thus with their own hands support themselves, and assist their indigent parents. The effects upon the community would probably be an increase in the rate of female servants' wages; and whether such increase of wages would be considered "as building up manufactures at the expense of the community" is a question yet to be determined.

If the Provincial Government would allow the introduction of manufacturing machinery into this Province for the space of two years, free, a great amount of American capital and machinery would be transferred from the United States to Canada, and probably also from Europe.

The various manufactories of iron, of wood and iron, or of wood, are perhaps of more importance to the country than either of the before-mentioned branches. Foundries, factories for various branches of the iron trade, steam engines,

locomotives, and railroad cars, are already established to some extent, and yet they may be further extended, so as to meet the full demand, with all due advantage to the country and profit to themselves. Good timber is abundant for the building of railroad cars. Iron and steel may be admitted free. Coal comes under the Reciprocity Treaty and also admitted free. Carriages and household furniture can be produced here by the free admission of the raw material, on as favorable terms as in the United States.

The great disadvantage under which we labor by the present arrangement between the United States and Canada, whereby we are excluded from sending any of our manufactures to that country, is the low or  $12\frac{1}{2}$  per cent. present duty, chargeable here on their productions, thereby creating a sure market for their surplus or unsaleable goods, their old or cast off fashions, to the great detriment of our own establishments in Canada, whilst we are excluded from their markets. It might therefore be advisable to regulate our tariff so as to, in some measure, correspond with theirs on the various manufactures of wool, cotton, wood, and iron.

I come now to the main point or pivot upon which the prosperity of Canada, the success of her manufactures mainly depends, viz:—the removal of the duties from raw sugar, tea, and coffee; also, from the raw material for manufacturing; the same from iron, steel, and copper, in the bar or sheet; sheet tin, white lead, ground or dry, and linseed oil, when imported direct from Great Britain or her Colonies; spirits of turpentine, black and bright varnish, mahogany and other wood, in the log, or sawn, and all other articles of raw material being non-productions.

KINGSTON, 22nd March, 1855.

The necessity or even the expediency of any great advance on the rate of duty on manufactured goods coming from the United States to this country would then be extremely doubtful. I think that when the restrictions of which I have complained are removed, that every branch of manufacture which is required will build itself up on a protection of 15 per cent. whilst a 20 per cent. duty would be prohibitory in its effects, therefore a duty so extremely high as the United States could only be advised upon a principle of retaliation, which is unsound. The free trade principle would also operate to our disadvantage for many years, when applied to manufactures as now applied to the productions of the soil, as the United States are much in advance of Canada in perfected machinery and practical operation, free trade would have the same effect on Canada as it would have on the United States by free trade with Great Britain. I, therefore, without any hesitation say under all circumstances that free trade on manufactured goods be avoided at present, but that the time will come when we shall seek it. When the United States reduce their tariff, so will we; when they remove restrictions altogether, we must do so too, but 'tis not our interest at present to do it.

Foreign wines and spirits (except whiskey) is recommended to be charged at an advance of 100 per cent. So far as the importation or use thereof, is diminished by the advanced rate of duty, so far would the moral condition of the country be improved, and the decrease on the importation would not occasion any decrease in revenue, but probably some increase. That wines and spirits are wholly classed as luxuries and not as necessaries of life, that the consumers of these articles are scarcely found among the laboring classes. The duty at present on whiskey is a protection, and the temptation to smuggle it is but small.

Leather is also another article to which I beg to draw your attention. The facilities of procuring slaughter—hides and materials for tanning, are greatly in favor of the Canadian tanner, probably to the amount of 7 or 8 per cent., the duties on leather I would suggest should be reduced to 5 per cent., which will scarcely



be injurious to the leather trade here, and the effect of which will be the importation of leather instead of boots and shoes, thereby transferring a large amount of labour from the United States to Canada and increasing the demand for labour here, by which thousands would be benefitted, where perhaps no individual would be injuriously affected.

All of which I beg to submit for your consideration.

Respectfully yours, &c.,

C. HATCH.

To the Hon. Wm. Hamilton Merritt,  
Chairman of Committee of L. A.  
Quebec.

(No. 42.)

INSPECTOR GENERAL'S OFFICE,  
CUSTOMS DEPARTMENT,  
QUEBEC, 23rd March, 1855.

SIR,—Upon the receipt of the communication of the 13th of December last, with which I was honoured by you as Chairman of the Committee on Trade of the Legislative Assembly, calling upon this Department for certain information in reference to the Trade of Canada with the neighboring British Provinces, the West Indies, and the United States of America, all of which is not to be found in the Trade and Navigation Tables annually laid before Parliament; I lost no time in preparing such forms in a tabular shape as appeared to me calculated to elicit the information required. These forms were transmitted to the various Collectors of Customs throughout the Province, who were requested by circular to fill them up for their respective ports from the best data at their command.

In compliance with these instructions, I have, with a few unimportant exceptions, received returns from all the Provincial ports, the aggregate result of which will be seen in the two statements A and B, which I have the honor to transmit herewith for the information of your honorable Committee; the statement A being a "Return of the quantity and value of goods imported first into the United States and from thence into Canada, distinguishing goods passing through that country under bond, from those purchased in bond, duty paid or free; also the goods being the produce of the United States during the year 1854." And the statement B being a "Return of the quantity and value of goods imported into Canada, via the St. Lawrence, from the Provinces of Nova Scotia, New Brunswick, Prince Edward's Island, and Newfoundland, shewing the amount of duty paid thereon, or the exemption from duty, for the year ending 5th January, 1855."

Although the entry of the importations at all the ports may not have been such as to enable the Collectors to fill the returns with all the desirable accuracy, it is believed that the result exhibits a pretty correct statement of the nature, amount, and channels of the trade which formed the subject of enquiry. The attention of Collectors of Customs having now been called to the subject, more satisfactory materials will, for the future, be supplied for the perfecting of such returns.

With regard to the trade from Foreign West Indies, the Returns for 1854 are not yet received, but will be furnished as early as possible. The Trade Tables in course of preparation, will shew the importation from the British West Indies.

I have the honor to be, Sir,

Your most obedient servant,

R. S. M. BOUCHETTE.

To the Hon. W. H. Merritt,  
Chairman of the Committee of Trade,  
Legislative Assembly.

(No. 43.)

BUREAU OF AGRICULTURE AND STATISTICS,  
10th April, 1855.

SIR,—I fear it is quite impossible to arrive at the value of our manufactures, &c. The nearest approach to it is contained in the abstracts of the Census, vol. 2, page 260, for Upper Canada, and page 382 for Lower Canada; but this information is very imperfect, and the returns various. In some cases the amount of capital only is given, in others annual produce, and in some even the rent of the premises only.

I do not think it possible to arrive at an approximation to the truth, and the result would be mere guess-work. I very much regret that I cannot give you any satisfactory information. And

I am, dear Sir,

Yours faithfully,

WILLIAM HUTTON.

Hon. W. H. Merritt,  
M. P. P.,  
&c., &c., &c.  
Quebec.

## APPENDIX B.

## INDEX.

1. Summary Comparative Statement of the value of the imports and exports of Canada with different countries, from 1849 to 1854.
2. Return of the quantity and value of goods imported into Canada, viâ the St. Lawrence, from the Provinces of Nova Scotia, New Brunswick, Prince Edward's Island and Newfoundland, shewing the amount of duty paid thereon, or the exemption from duty, for the year ending 3rd of January, 1855.
3. Report of the Committee appointed to prepare a Tabular Statement of the population, income, expenditure and debt of the Province of British North America.
4. Statement of imports into Canada, of certain articles, shewing the countries whence imported, and distinguishing whether such importations have been direct or through other British Possessions or through any Foreign and which Foreign country or British Possession during the year 1853.
5. Comparative Statement of the quantity, value and amount of duty collected in the United States and in Canada on certain articles named in the Reciprocity Act, being the growth and produce of the two countries in the year 1848.
6. Statement exhibiting the value of, and amount of duty on articles which were imported during the fiscal year, ending 30th June, 1854, and now made free by the Reciprocity Treaty.
7. Statement shewing the value of, and duty on articles imported into Canada (enumerated in Reciprocity Treaty) during the year 1854.
8. Return of the quantity and value of goods imported first into the United States, and from thence into Canada, distinguishing goods passing through that country under Bond, from those purchased subject to the drawback, and those subject to duty there and here, and free; also, the goods being the manufacture or produce of the United States, during the year 1854.
9. Return of goods imported into Canada from sea, viâ St. Lawrence, and forwarded under Bond to the United States, during the year 1853.
10. Statement of Revenue collected in the different districts in the United States, bordering on Canada, during these periods, from 1830 to 1854.
11. Statement exhibiting the value of imports, expenses of collection, and gross and net revenue at the different ports in Canada, bordering on the United States, in the year 1840, 1848, and 1854.

No. 1.  
Summary Comparative Statement of the Value of Imports into and Exports from Canada, with different countries, from 1849 to 1854.

| Years.                                | Great Britain. |           | British Colonies. |          | United States. |           | Other countries. |          | Value.               |             | Total.      |           | Amount of Duty. |
|---------------------------------------|----------------|-----------|-------------------|----------|----------------|-----------|------------------|----------|----------------------|-------------|-------------|-----------|-----------------|
|                                       | Imports.       | Exports.  | Imports.          | Exports. | Imports.       | Exports.  | Imports.         | Exports. | Imports and Exports. | Exports.    | Population. |           |                 |
| 1841                                  |                |           |                   |          |                |           |                  |          |                      |             |             |           | 225,834         |
| 1849                                  | 1,692,063      | 1,348,424 | 130,174           | 48,917   | 1,242,855      | 857,443   | 41,823           | 1,328    | 2,694,161            | 2,217,108   | 4,911,327   | 1,050,000 | 534,029         |
| 1850                                  | 2,407,980      | 1,200,849 | 97,517            | 304,285  | 1,648,715      | 1,237,786 | 91,863           | 2,709    | 3,062,398            | 2,327,563   | 5,390,457   | 1,500,000 | 444,537         |
| 1851                                  | 5,012,033      | 1,505,350 | 112,649           | 290,358  | 2,091,441      | 1,017,838 | 149,572          | 21,070   | 4,245,317            | 2,669,988   | 6,915,315   | 1,582,000 | 616,094         |
| 1852                                  | 4,867,788      | 1,689,214 | 121,519           | 296,325  | 2,119,433      | 1,271,130 | 187,896          | 47,133   | 3,836,697            | 2,594,630   | 6,431,327   | 1,650,000 | 737,439         |
| 1853                                  | 4,625,290      | 2,246,164 | 159,033           | 350,161  | 2,945,536      | 2,234,093 | 268,507          | 59,447   | 4,661,025            | 3,513,994   | 8,175,019   | 1,750,000 | 739,283         |
| 1854                                  | 6,740,312      | 2,719,179 | 160,446           | 332,318  | 3,853,274      | 2,604,320 | 358,777          | 46,332   | 10,132,331           | 7,954,797   | 15,887,128  | 2,000,000 | 1,028,676       |
|                                       |                |           |                   |          |                |           |                  |          |                      |             |             |           | 1,237,629       |
| Total amount by sea, via St. Lawrence |                |           |                   |          |                |           |                  |          |                      | \$8,924,348 |             |           |                 |
| Do.                                   |                |           |                   |          |                |           |                  |          |                      | 7,692,878   |             |           |                 |

No. 2.

Return of the Quantity and Value of Goods imported into Canada, via the St. Lawrence, from the Provinces of Nova Scotia, New Brunswick, Prince Edward's Island, and Newfoundland, showing the amount of Duty paid thereon, or the exemption from Duty, for the year ending 5th Jan., 1855

| Designation of the Articles. | Nova Scotia. |            | New Brunswick. |        | Prince Edward's Island. |           | Newfoundland. |               | Total Quantity. | Total Value of Dutiable Goods. |             | Total Value of Free Goods. | Total Value of Dutiable & Free Goods. | Total Amount of Duty. |
|------------------------------|--------------|------------|----------------|--------|-------------------------|-----------|---------------|---------------|-----------------|--------------------------------|-------------|----------------------------|---------------------------------------|-----------------------|
|                              | Quantity.    | Value.     | Duty or free.  | Value. | Duty or free.           | Quantity. | Value.        | Duty or free. |                 | £ s. d.                        | £ s. d.     |                            |                                       |                       |
| Coffee.....cwt               | 7113         | £ 24 11 9  | 2 s. d.        |        |                         | 29217     | £ 84 6 6      | 17 9 3        | 3702            | 108 19 3                       | 108 18 3    | 28 6 0                     |                                       |                       |
| Cigars.....lbs               | 1237         | 311 14 0   | 135 4 9        |        |                         |           |               |               | 1237            | 311 14 0                       | 311 14 0    | 133 4 0                    |                                       |                       |
| Molasses.....galls           | 23733        | 906 1 4    | 351 18 2       |        |                         | 14882     | 337 0 3       | 166 2 11      | 300635          | 9942 1 7                       | 9842 1 7    | 3748 1 1                   |                                       |                       |
| Rum.....do                   | 413          | 0 16 0     | 449 7 0        |        |                         |           |               |               | 18              | 0 16 0                         | 0 16 0      | 0 8 4                      |                                       |                       |
| Wine.....galls               | 3769         | 854 8 0    | 104 19 11      |        |                         |           |               |               | 4452            | 634 8 0                        | 584 8 0     | 449 7 0                    |                                       |                       |
| Sugar.....cwt                | 4163114      | 40802 16 5 | 17518 7 4      |        |                         | 589       | 262 0 6       | 90 6 10       | 2295            | 459 16 11                      | 459 16 11   | 769 7 0                    |                                       |                       |
| Tea.....lbs                  | 91923        | 472 15 8   | 929 13 4       |        |                         | 6810356   | 6103 2 4      | 2808 3 8      | 48253050        | 46711 11 4                     | 46711 11 4  | 20284 2 9                  |                                       |                       |
| Tobacco.....do               | 6017         | 117 16 0   | 43 2 9         |        |                         |           |               |               | 91832           | 4372 15 8                      | 4372 15 8   | 929 13 1                   |                                       |                       |
| Goods at 30                  |              | 1563 6 0   | 468 13 11      |        |                         |           |               |               | 5017            | 177 0 0                        | 177 0 0     | 45 2 3                     |                                       |                       |
| Goods at 12 1/2              |              | 790 7 3    | 144 8 11       |        |                         |           |               |               |                 | 1662 6 4                       | 1662 6 4    | 468 13 10                  |                                       |                       |
| Goods at 3                   |              | 3900 6 8   | 3 0 7          |        |                         |           |               |               |                 | 1978 10 11                     | 1978 10 11  | 247 0 8                    |                                       |                       |
| Goods at free                |              | 3738 0 11  | 5197 1 6       |        |                         |           |               |               |                 | 5196 4 2                       | 5196 4 2    | 129 17 11                  |                                       |                       |
| Total                        |              | 96354 10 4 | 23404 13 1     |        |                         |           | 42904 3       | 13129 13 6    | 71507 0 2       | 77575 14 3                     | 149082 14 5 | 26691 9 0                  |                                       |                       |

I. G. O., Customs Department.  
Quebec, 21st March, 1855.  
R. S. M. BOUCHETTE,  
Commissioner of Customs.

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# R E P O R T.

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THE Committee appointed to prepare a Tabular Statement of the Population, Income, Expenditure and Debt, of the Provinces of British North America,

BEG LEAVE TO REPORT:—

A Tabular Statement of the Population, Income, Expenditure and Debt of the British North American Provinces for the year 1851, by which it appears that in 1851 the Population of British North America numbers 2,297,219.

That the amount of Customs Duties received was £976,938 8s. 9½d., averaging per head for Canada 8s. 2¼d., New Brunswick 10s. 11¾d., Nova Scotia 6s. 7¼d., Prince Edward's Island 5s. 8¼d., and Newfoundland 14s. 7¼d.

The amount of Revenue received from all other sources is £177,040 19s. 5½d., making in all the sum of £1,153,979 8s. 3¼d., averaging per head for Canada 9s. 4¼d., New Brunswick 12s. 0¾d., Nova Scotia 7s. 8½d., Prince Edward's Island 7s. 2¼d., and Newfoundland 15s. 8¾d.

The Public Debt of the United Colonies amounts to £4,691,509 1s. 8¼d.

Your Committee regret that they are unable to select from the above Statement, the amount of the Annual Income received by each Province from the Public lands and other sources derived from the soil, which does not constitute a tax on the amount of specific revenue received and expended.

They would therefore suggest an annual statement of—1st. The gross amount of Tax collected from each separate source for the support and purposes of the Provincial Government. 2nd. The gross amount collected from Lands, Minerals and other sources of revenue derived from the Capital of the country from which no Tax is imposed. 3rd. Specific Funds raised from a particular source, and expended for a particular object, and the relative Tariff of Duties on each separate article, as herein pointed out to be made by the proper officer, and sent annually to each Government for the information of their respective Legislatures.

All which is respectfully submitted.

WM. HAMILTON MERRITT,  
Chairman.

11th June, 1853.

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No. 3. TABULAR STATEMENT of the Population, Income, Expenditure and Debt, of the British North American Provinces for the year 1851.

| Heads of Revenue.                                            | Canada. |       | Nova Scotia. |       | New Brunswick. |       | Prince Edward's Island. |        | Newfound-land. |       |
|--------------------------------------------------------------|---------|-------|--------------|-------|----------------|-------|-------------------------|--------|----------------|-------|
|                                                              | £       | s. d. | £            | s. d. | £              | s. d. | £                       | s. d.  | £              | s. d. |
| Customs and Imposts.....                                     | 70700   | 14 0  | 75010        | 10 1  | 106253         | 2 0   | 17760                   | 18 7½  | 74205          | 4 1   |
| Auction Duties.....                                          | 5800    | 6 1   |              |       | 21             | 0 0   |                         |        |                |       |
| Excise.....                                                  | 14380   | 7 7   |              |       |                |       |                         |        |                |       |
| Bank Imposts.....                                            | 15832   | 7 7   |              |       |                |       |                         |        |                |       |
| Fines and Forfeitures.....                                   | 1364    | 0 0   | 256          | 0 0   | 870            | 16 0  | 110                     | 5 1    | 772            | 2 4   |
| Casual Revenue.....                                          | 1138    | 2 11  | 6538         | 6 8   | 312            | 12 10 | 161                     | 2 0½   |                |       |
| Interest on Bonds.....                                       |         |       |              |       |                |       | 999                     | 2 4½   |                |       |
| Post Office.....                                             |         |       |              |       |                |       | 2165                    | 1 7    |                |       |
| Jury and Assessment.....                                     |         |       |              |       |                |       | 159                     | 6 2½   |                |       |
| Registrars.....                                              |         |       |              |       |                |       | 459                     | 10 0   |                |       |
| Licenses.....                                                |         |       |              |       |                |       |                         |        |                |       |
| Light House Dues.....                                        | 987     | 6 10  | 3962         | 11 0  | 3850           | 17 5  |                         |        |                |       |
| Public Works.....                                            | 65003   | 19 8  | 385          | 6 5   |                |       |                         |        |                |       |
| Militia Bunk and Fees.....                                   | 8       | 2 6   |              |       |                |       |                         |        |                |       |
| Law Fee Fund.....                                            | 4032    | 12 2  |              |       | 450            | 0 0   |                         |        |                |       |
| Miscellaneous.....                                           |         |       |              |       |                |       |                         |        |                |       |
| Seaman's Fund.....                                           |         |       |              |       |                |       |                         |        |                |       |
| Emigrants.....                                               |         |       |              |       |                |       |                         |        |                |       |
| Boys and Beacon.....                                         |         |       |              |       |                |       |                         |        |                |       |
| Seizures.....                                                |         |       |              |       |                |       |                         |        |                |       |
| Fees from Secretary's Office.....                            |         |       |              |       |                |       |                         |        |                |       |
| Total Revenue.....                                           | 842184  | 5 2   | 8750417      | 2     | 12185517       | 0     | 22538                   | 14 9½  | 79835          | 14 2  |
| Average amount per head.....                                 | 9 10½   |       | 7 8½         |       | 13 0½          |       | 7 2½                    |        | 15 8½          |       |
| Averaging for B. N. America.....                             | 10 3    |       |              |       |                |       |                         |        |                |       |
| Net Customs, averaging per head.....                         | 8 2½    |       | 6 7½         |       | 10 11½         |       | 5 8½                    |        | 11 7½          |       |
| Population.....                                              | 1712136 |       | 227005       |       | 196800         |       | 63678                   |        | 101600         |       |
| Public Debt.....                                             | 4451961 | 17 8  | 87880        | 12 0  | 30000          | 0 0   | 17958                   | 17 4½  | 103718         | 14 8  |
| Population of the British North American Provinces.....      | 2227210 |       |              |       |                |       |                         |        |                |       |
| Customs of ditto.....                                        | 97638   | 8 9½  |              |       |                |       |                         |        |                |       |
| General Revenue, ditto.....                                  | 1153679 | 9 3½  |              |       |                |       |                         |        |                |       |
| Heads of Expenditure.....                                    | 225350  | 3 11  | 1351         | 2 6   | 24073          | 10 6  | 5078                    | 3 2    | 5978           | 3 2   |
| Interest on Public Debt.....                                 | 45007   | 6 8   | 6340         | 0 0   | 11225          | 0 0   |                         |        |                |       |
| Civil Government.....                                        | 94913   | 8 4   | 4407         | 12 0  | 1641           | 13 8  |                         |        |                |       |
| Administration of Justice.....                               | 5000    | 0 0   | 760          | 0 0   | 1700           | 0 0   |                         |        |                |       |
| Penitentiary.....                                            | 49887   | 8 0   | 7041         | 10 11 | 3550           | 7 11  |                         |        |                |       |
| Legislature.....                                             | 67062   | 12 3  | 12549        | 2 4   | 1641           | 6 10  |                         |        |                |       |
| Education.....                                               | 12917   | 12 1  | 553          | 8 3   | 2203           | 4 0   |                         |        |                |       |
| Agricultural Societies.....                                  | 1781    | 12 6  | 1186         | 7 6   | 4572           | 4 0   |                         |        |                |       |
| Hospitals and Churches.....                                  | 1865    | 15 0  |              |       |                |       |                         |        |                |       |
| Militia.....                                                 | 1895    | 4 8   | 601          | 16 1  | 571            | 11 0  |                         |        |                |       |
| Pensions.....                                                | 7947    | 3 7   | 257          | 18 3  | 541            | 13 4  |                         |        |                |       |
| Indian Annuities.....                                        | 7772    | 13 7  |              |       | 893            | 12 3  |                         |        |                |       |
| Sinking Fund.....                                            | 73000   | 0 0   |              |       | 6040           | 0 0   |                         |        |                |       |
| Miscellaneous.....                                           | 15717   | 14 10 |              |       | 8893           | 0 0   |                         |        |                |       |
| Revenue Col. & Protection.....                               |         |       |              |       | 7606           | 3 4   |                         |        |                |       |
| Post Office.....                                             |         |       |              |       | 10657          | 18 0  |                         |        |                |       |
| Salaries.....                                                |         |       |              |       | 610            | 0 0   |                         |        |                |       |
| Contribution to Gov. Officers.....                           |         |       |              |       |                |       |                         |        |                |       |
| Public Postage.....                                          |         |       |              |       |                |       |                         |        |                |       |
| Crown Prosecution.....                                       |         |       |              |       |                |       |                         |        |                |       |
| Board of Health.....                                         |         |       |              |       |                |       |                         |        |                |       |
| Fish Bounties.....                                           |         |       |              |       |                |       |                         |        |                |       |
| Provincial Buildings, Electric-quest and Sledge Parties..... |         |       |              |       |                |       |                         |        |                |       |
| Printing and Stationery.....                                 |         |       |              |       |                |       |                         |        |                |       |
| Apprehension of Offenders.....                               |         |       |              |       |                |       |                         |        |                |       |
| Interest on Debts and Dependants.....                        |         |       |              |       |                |       |                         |        |                |       |
| Drawbacks.....                                               |         |       |              |       |                |       |                         |        |                |       |
| Sundry Fees, &c.....                                         |         |       |              |       |                |       |                         |        |                |       |
| Repayment of Debt.....                                       |         |       |              |       |                |       |                         |        |                |       |
| Local Expenditure.....                                       |         |       |              |       |                |       |                         |        |                |       |
| Roads and Bridges.....                                       |         |       |              |       |                |       |                         |        |                |       |
| Boats, Bridges and Wharves.....                              |         |       |              |       |                |       |                         |        |                |       |
| Goods.....                                                   |         |       |              |       |                |       |                         |        |                |       |
| Small Disbursements.....                                     |         |       |              |       |                |       |                         |        |                |       |
| Procs.....                                                   |         |       |              |       |                |       |                         |        |                |       |
| Light House.....                                             | 6166    | 10 7  | 5791         | 10 10 | 2478           | 4 10  |                         |        |                |       |
| Emigrants.....                                               | 908     | 1 11  |              |       | 1408           | 0 2   |                         |        |                |       |
| Public Works.....                                            | 13134   | 13 4  | 300          | 0 0   | 30036          | 6 6   |                         |        |                |       |
| Boys and Beacon.....                                         |         |       |              |       |                |       |                         |        |                |       |
| Total Expenditure.....                                       | 635066  | 6 8   | 84748        | 8 6   | 112655         | 16 0  | 24173                   | 10 11½ | 72940          | 16 7  |

Thursday, 9th March, 1855.

No. 3.  
TARIFF of Duties on different articles in British North America for 1851.  
IN CURRENCY.

| Articles.               | Canada.         |             |             | Nova Scotia. |          |              | New Brunswick. |              |              | Prince Edward's Island. |              |             | Newfoundland. |              |          | Remarks.                                             |
|-------------------------|-----------------|-------------|-------------|--------------|----------|--------------|----------------|--------------|--------------|-------------------------|--------------|-------------|---------------|--------------|----------|------------------------------------------------------|
|                         | Speckle.        | Ad Valorem. | Per Gallon. | Per Hhd.     | Per Cwt. | Speckle.     | Ad Valorem.    | Per Gallon.  | Per Hhd.     | Per Cwt.                | Speckle.     | Ad Valorem. | Per Gallon.   | Per Hhd.     | Per Cwt. |                                                      |
| Coffee, arrib.          | p. c. per cent. | d.          | s. d.       | 1 1/2        | s. d.    | 1 1/2        | s. d.          | 1 1/2        | 1 1/2        | s. d.                   | 1 1/2        | per cent.   | s. d.         | d.           | s. d.    | The amount of duty varies in each separate Province. |
| Do, other kinds         | 125             |             |             | 1 1/2        |          | 1 1/2        |                | 1 1/2        | 1 1/2        |                         | 1 1/2        |             |               | 1 1/2        |          |                                                      |
| Tea                     | 125             |             |             | 1 1/2        |          | 1 1/2        |                | 1 1/2        | 1 1/2        |                         | 1 1/2        |             |               | 1 1/2        |          |                                                      |
| Sugar, refined          | 125             |             |             | 1 1/2        |          | 1 1/2        |                | 1 1/2        | 1 1/2        |                         | 1 1/2        |             |               | 1 1/2        |          |                                                      |
| Do, other kinds         | 125             |             |             | 1 1/2        |          | 1 1/2        |                | 1 1/2        | 1 1/2        |                         | 1 1/2        |             |               | 1 1/2        |          |                                                      |
| Molasses                | 125             |             |             | 1 1/2        |          | 1 1/2        |                | 1 1/2        | 1 1/2        |                         | 1 1/2        |             |               | 1 1/2        |          |                                                      |
| Tobacco, unmanufactured | 125             |             |             | 1 1/2        |          | 1 1/2        |                | 1 1/2        | 1 1/2        |                         | 1 1/2        |             |               | 1 1/2        |          |                                                      |
| Do, manufactured        | 125             |             |             | 1 1/2        |          | 1 1/2        |                | 1 1/2        | 1 1/2        |                         | 1 1/2        |             |               | 1 1/2        |          |                                                      |
| Cigars                  | 125             |             |             | 1 1/2        |          | 1 1/2        |                | 1 1/2        | 1 1/2        |                         | 1 1/2        |             |               | 1 1/2        |          |                                                      |
| Saufl                   | 125             |             |             | 1 1/2        |          | 1 1/2        |                | 1 1/2        | 1 1/2        |                         | 1 1/2        |             |               | 1 1/2        |          |                                                      |
| Spirits                 | 25              |             |             | 3            |          | 3            |                | 3            | 3            |                         | 3            |             |               | 3            |          |                                                      |
| Wine                    | 25              |             |             | 3            |          | 3            |                | 3            | 3            |                         | 3            |             |               | 3            |          |                                                      |
| Salt                    | 125             |             |             | 1 per bushel |          | 1 per bushel |                | 1 per bushel | 1 per bushel |                         | 1 per bushel |             |               | 1 per bushel |          |                                                      |
| Fish                    | 125             |             |             | From         |          | From         |                | From         | From         |                         | From         |             |               | From         |          |                                                      |
| Manufactures            | 125             |             |             | From         |          | From         |                | From         | From         |                         | From         |             |               | From         |          |                                                      |
| Do, Cotton              | 125             |             |             | From         |          | From         |                | From         | From         |                         | From         |             |               | From         |          |                                                      |
| Do, Wool                | 125             |             |             | From         |          | From         |                | From         | From         |                         | From         |             |               | From         |          |                                                      |
| Unenumerated Articles   | From 25 to £20  |             |             | £7 12 1 Cy.  |          | £8 16 5 Cy.  |                | £5 6 1 8 Cy. | £5 6 1 8 Cy. |                         | £5 6 1 8 Cy. |             | £5 6 1 8 Cy.  |              |          | Charged higher in Canada than in the United States.  |

Thursday, 9th March, 1853.

No. 4.

STATEMENT of Imports into Canada of the following articles, shewing the countries whence imported, and distinguishing whether such importations have been direct or through other British Possessions, or through any Foreign, and which Foreign Country or British Possession, during the year 1853.

| Articles.                        | Total value. | Direct from          |                      | Through other Countries |                                          |
|----------------------------------|--------------|----------------------|----------------------|-------------------------|------------------------------------------|
|                                  |              | British West Indies. | Foreign West Indies. | United States.          | Nova Scotia Newfound-land, P. E. Island. |
|                                  |              | £ s. d.              | £ s. d.              | £ s. d.                 | £ s. d.                                  |
| Coffee.....                      | 34324 5 2    | 36 8 9               | 103 19 7             | 33701 1 11              | 432 14 11                                |
| Confectionary and Preserves..... | 1470 7 10    | 1 4 4                | 127 0 5              | 1359 0 7                | 1 2 6                                    |
| Molasses.....                    | 52437 0 0    |                      | 17821 0 0            | 27457 8 2               | 7098 17 4                                |
| Cigars.....                      | 12146 10 0   |                      | 710 14 7             | 11280 11 1              | 148 4 10                                 |
| Spices.....                      | 9201 0 0     | 180 13 8             | 100 3 5              | 8650 15 4               | 203 8 3                                  |
| Cordials.....                    | 180 3 10     |                      | 4 14 0               | 184 0 4                 |                                          |
| Rum.....                         | 3207 10 8    | 198 13 0             | 330 0 4              | 1111 2 1                | 1028 4 3                                 |
| Honey.....                       | 71 0 2       |                      | 71 0 2               |                         |                                          |
| Sugar.....                       | 220824 5 1   | 264 3 4              | 38060 2 11           | 135625 2 4              | 40084 16 0                               |
| Mahogany.....                    | 89 7 5       |                      | 89 7 5               |                         |                                          |
|                                  | £333060 15 4 | 621 3 1              | 54480 12 10          | 210250 10 10            | 50607 8 7                                |

No. 5.

COMPARATIVE STATEMENT of the quantity, value, and amount of Duty collected in the United States and in Canada, on certain articles named in the Reciprocity Act, being the growth and produce of the two countries in the year 1848.

| IMPORTED INTO CANADA.              |             |                            |                           | IMPORTED INTO UNITED STATES.           |             |                            |                           |
|------------------------------------|-------------|----------------------------|---------------------------|----------------------------------------|-------------|----------------------------|---------------------------|
| Articles.                          | Value.      | Amount of duty in dollars. | Amount of duty in £ s. d. | Articles.                              | Value.      | Amount of duty in dollars. | Amount of duty in £ s. d. |
|                                    | £ s. d.     |                            |                           |                                        | £ s. d.     |                            |                           |
| Grain and breadstuffs.....         | 17254 0 0   | 9609                       | 2400 11 10                | Grain and breadstuffs (all kinds)..... | 90164 0 0   | 72331                      | 18082 15 0                |
| Vegetables.....                    | 3700 0 0    | 1504                       | 376 0 0                   | Vegetables.....                        | 44 0 0      | 35                         | 8 15 0                    |
| Fruits.....                        | 7428 0 0    | 4020                       | 1232 8 7                  | Fruits.....                            | 0 5 0       | 0 20                       | 0 1 0                     |
| Seeds.....                         | 0843 0 0    | 2053                       | 512 5 6                   | Seeds.....                             | 087 0 0     | 550                        | 13 15 0                   |
| Animals, for breed, not given..... |             |                            |                           | *Animals, (for breed).....             | 12387 0 0   | Proc.                      |                           |
| Animals paying duty.....           | 13951 0 0   | 6582                       | 1645 9 6                  | Hides.....                             | 2766 0 0    | 2230                       | 557 10 0                  |
| Hides.....                         |             |                            |                           | Wool.....                              | 23884 0 0   | 19197                      | 4778 15 0                 |
| Wool.....                          |             |                            |                           | Butter.....                            | 2209 0 0    | 1767                       | 441 15 0                  |
| Tallow, not classed.....           | 163000 0 0  | 6524                       | 1631 0 0                  | Cheese.....                            | 2 0 0       | 2                          | 0 10 0                    |
| Horns.....                         |             |                            |                           | Tallow.....                            | 2 0 0       | 1                          | 0 5 0                     |
| Ashes.....                         |             |                            |                           | Horns.....                             |             |                            |                           |
| Butter.....                        | 72 0 0      | 40                         | 0 18 0                    | Salted and fresh meat.....             |             |                            |                           |
| Cheese.....                        | 4431 0 0    | 2080                       | 747 7 4                   | Ores of all metals.....                |             |                            |                           |
| Meats.....                         | 23156 0 0   | 20020                      | 6073 6 3                  | Ashes.....                             | 714 0 0     | 571                        | 142 15                    |
| Ores, none imported.....           |             |                            |                           | Staves.....                            |             |                            |                           |
| Staves.....                        | 1633 0 0    | 002                        | 240 12 8                  | Wood and lumber, (all kinds).....      | 27789 0 0   | 22231                      | 5557 15 0                 |
| Woods.....                         | 4023 0 0    | 1763                       | 440 10 2                  |                                        |             |                            |                           |
|                                    | £246151 0 0 | \$03584                    | £15000 13 7               |                                        | £160009 5 0 | \$118823 20                | £22582 11 0               |

\*Animals paying duty (not given).

Extracted from printed Report of the Treasury Department of the United States for 1848. Imports into Canada examined and certified correct.

J. W. DUNSCOMB.



No. 6.

## (Report on Finances.)

STATEMENT exhibiting the Value and Amount of Duties on articles which were imported during the fiscal year ending 30th June, 1854, and now made free by the Reciprocity Treaty.

| Articles.                                                            | Rate of Duty per cwt. | Value of Articles. | Duties.     |
|----------------------------------------------------------------------|-----------------------|--------------------|-------------|
| Grain, Flour, and Breadstuffs.....                                   | 20                    | \$8906073 00       | \$781214 00 |
| Animals, free.....                                                   | ...                   | 75400 00           |             |
| dutiabie.....                                                        | 20                    | 225642 00          | 45123 40    |
| Fresh, Smoked, and Salted Meat.....                                  | 20                    | 5184 00            | 1036 80     |
| Cotton, Wool, free.....                                              | ...                   | 125 00             |             |
| Seeds, Plants, Shrubs, &c., free.....                                | ...                   | 18210 00           |             |
| dutiabie.....                                                        | 20                    | 555 00             | 111 00      |
| Vegetables.....                                                      | 20                    | 102800 00          | 20561 20    |
| Undried Fruits.....                                                  | 20                    | 13602 00           | 2738 40     |
| Dried Fruits.....                                                    | 20                    | 31 00              | 6 20        |
| Fish of all kinds.....                                               | 20                    | 901671 00          | 180334 20   |
| Products of Fish and of all other creatures living in the water..... | 20                    |                    |             |
| Poultry.....                                                         | 20                    | 1016 00            | 203 20      |
| Eggs.....                                                            | 20                    | 5500 00            | 1100 00     |
| Hides and Skins.....                                                 | 5                     | 34728 00           | 1734 45     |
| Furs, undressed.....                                                 | 10                    | 13920 00           | 1392 00     |
| Tails, undressed.....                                                | 20                    | 8 00               | 1 00        |
| Unwrought Stone.....                                                 | 10                    | 10768 00           | 1075 80     |
| Unwrought Marble.....                                                | 4                     | 4 00               | 0 80        |
| Butter.....                                                          | 20                    | 126811 00          | 25362 20    |
| Cheese.....                                                          | 50                    | 127 00             | 38 10       |
| Tallow.....                                                          | 10                    | 37 00              | 3 70        |
| Lard.....                                                            | 20                    | 837 00             | 167 40      |
| Horns.....                                                           | 5                     | 1421 00            | 71 05       |
| Manures.....                                                         | ...                   |                    |             |
| Ores of Metals, free.....                                            | ...                   | 18790 00           |             |
| dutiabie.....                                                        | 20                    | 518 00             | 103 20      |
| Coal.....                                                            | 30                    | 254775 00          | 76432 50    |
| Pitch, Tar, and Turpentine.....                                      | 20                    | 75 00              | 15 00       |
| Ashes.....                                                           | 20                    | 4441 00            | 888 20      |
| Fire and other Wood.....                                             | 30                    | 728693 00          | 218606 40   |
| All other Wood.....                                                  | 20                    | 574051 00          | 114810 20   |
| Pelts.....                                                           | 30                    | 24039 00           | 4927 80     |
| Wool.....                                                            | 30                    | 60182 00           | 20754 00    |
| Fish Oil.....                                                        | 20                    | 110402 00          | 22080 40    |
| Rice.....                                                            | ...                   |                    |             |
| Broom Corn.....                                                      | ...                   |                    |             |
| Bark.....                                                            | 20                    | 978 00             | 195 00      |
| Gypsum, ground.....                                                  | 20                    | 353 00             | 70 60       |
| free, unground.....                                                  | ...                   | 113312 00          |             |
| Grindstones.....                                                     | 5                     | 23265 00           | 1163 25     |
| Dyestuffs.....                                                       | 5                     | 14717 00           | 735 85      |
| Hemp, Flax, Tow, unmanufactured.....                                 | 30                    | 2915 00            | 874 50      |
| Tobacco, unmanufactured.....                                         | 5                     | 12696 00           | 634 80      |
| Rags.....                                                            | ...                   |                    |             |
| Total.....                                                           | ...                   | 7398358 00         | 1524457 40  |
| Deduct for British North American Provinces*.....                    | ...                   | 1301154 00         | 231054 00   |
| Leaving for Canada.....                                              | ...                   | 6097204 00         | 1243403 00  |

\* Those Articles consist of:—

|                    | Value. | Duties. |
|--------------------|--------|---------|
| 1—Fish.....        | 901671 | 180334  |
| 2—Stone.....       | 10768  | 1075    |
| 3—Coal.....        | 254775 | 76432   |
| 4—Fish Oil.....    | 110402 | 22080   |
| 5—Gypsum.....      | 353    | 70      |
| 6—Grindstones..... | 23265  | 1163    |
|                    | 491224 | 281154  |

F. BIGGAR,  
Registrar.Treasury Department, Registrar's Office,  
21st November, 1854.

No. 7.

STATEMENT showing the Value of and Duty on articles imported into Canada (*enumerated in Reciprocity Treaty*) during the year 1854.

| Articles.                                      | Value.       | Duty.      |
|------------------------------------------------|--------------|------------|
|                                                | £ s. d.      | £ s. d.    |
| Tobacco, unmanufactured.....                   | 16776 16 2   | 3599 6 0   |
| <i>Goods at 30 per cent.</i>                   |              |            |
| Fruit, dried.....                              | 10000 0 0    | 3000 0 0   |
| "    green.....                                | 10110 0 0    | 3033 0 0   |
| Total goods at 30 per cent.....                | 20110 0 0    | 6033 0 0   |
| <i>Goods at 20 per cent.</i>                   |              |            |
| Animal.....                                    | 7219 18 3    | 1444 0 0   |
| Grains.....                                    | 4181 18 4    | 836 7 8    |
| Flour and Breadstuffs.....                     | 4385 0 3     | 877 1 3    |
| Hops.....                                      | 2058 2 1     | 591 12 5   |
| Meat.....                                      | 15486 3 4    | 3097 5 0   |
| Butter.....                                    | 273 14 2     | 54 15 0    |
| Cheese.....                                    | 8351 12 9    | 1070 6 7   |
| Total goods at 20 per cent.....                | 42856 26 2   | 8571 7 11  |
| <i>Goods at 12½ per cent.</i>                  |              |            |
| Fish.....                                      | 18712 0 0    | 2339 0 0   |
| Firewood.....                                  | 10000 0 0    | 1250 0 0   |
| Mess Pork.....                                 | 127626 14 1  | 15953 7 0  |
| Rice.....                                      | 11598 18 0   | 1449 17 3  |
| Timber and Lumber.....                         | 15703 19 7   | 1963 0 0   |
| Turpentine.....                                | 7180 14 6    | 897 11 10  |
| Vegetables.....                                | 1500 0 0     | 187 10 0   |
| Other Articles.....                            | 1000 0 0     | 125 0 0    |
| Total goods at 12½ per cent.....               | 193322 6 2   | 24165 6 1  |
| <i>Goods at 2½ per cent.</i>                   |              |            |
| Bark.....                                      | 593 6 1      | 14 16 8    |
| Brown Corn.....                                | 4981 7 8     | 124 10 8   |
| Burrstones.....                                | 2107 3 5     | 52 13 7    |
| Coal.....                                      | 55095 0 0    | 1377 7 0   |
| Dye Stuffs.....                                | 6000 0 0     | 150 0 0    |
| Flax, Hemp, and Tow.....                       | 26235 0 0    | 655 17 6   |
| Hides and Felts.....                           | 63267 14 0   | 1581 13 0  |
| Lard.....                                      | 9130 13 3    | 228 5 4    |
| Pitch and Tar.....                             | 2942 16 8    | 71 1 5     |
| Marble and Stone unwrought.....                | 7500 0 0     | 187 10 0   |
| Tallow.....                                    | 86159 7 7    | 2153 19 7  |
| Wool.....                                      | 8042 12 10   | 201 1 4    |
| Total goods at 2½ per cent.....                | 271955 1 6   | 6798 16 1  |
| <i>Free Goods.</i>                             |              |            |
| Animals.....                                   | 11067 15 0   |            |
| Grain.....                                     | 212463 13 0  |            |
| Cotton Wool.....                               | 3814 0 0     |            |
| Seeds.....                                     | 24596 16 5   |            |
| Manures.....                                   | 5965 0 0     |            |
| Planes, Shrubs, and Trees.....                 | 13386 13 6   |            |
| Total free goods.....                          | 271324 13 11 |            |
| <i>Recapitulation.</i>                         |              |            |
| Goods paying Specific and ad Valorem Duty..... | £ s. d.      | £ s. d.    |
| Goods at 30 per cent.....                      | 16776 16 2   | 3598 0 0   |
| Goods at 20 per cent.....                      | 20110 0 0    | 6033 0 0   |
| Goods at 12½ per cent.....                     | 42856 16 2   | 8571 7 11  |
| Goods at 2½ per cent.....                      | 193322 6 2   | 24165 9 1  |
| Goods at 2½ per cent.....                      | 271955 1 6   | 6798 16 1  |
| Free Goods.....                                | 271324 13 11 |            |
| Total.....                                     | 816345 13 11 | 49167 16 1 |
| Deduct free.....                               | 171324 0 0   | 5 0 0      |
|                                                | £2545021 0 0 | \$196671   |
|                                                | \$2180085    |            |

R. S. M. BOUCHETTE,  
Commissioner Customs.

No. 8.

RETURN of the quantity and value of goods imported first into the United States, and from thence into Canada; distinguishing goods passing through that country under bond from those purchased in bond, Duty paid or free; also, the goods being the produce or manufacture of the United States during the year 1854.

| Description of articles.      | Passing through the United States under bond. |              |            | Purchased in the United States. |            |             | Duty paid. |        |       | Duty free. |              |              | Produce of the United States. |        |       |
|-------------------------------|-----------------------------------------------|--------------|------------|---------------------------------|------------|-------------|------------|--------|-------|------------|--------------|--------------|-------------------------------|--------|-------|
|                               | Quantity.                                     | Value.       |            | Quantity.                       | Value.     |             | Quantity.  | Value. |       | Quantity.  | Value.       |              | Quantity.                     | Value. |       |
|                               |                                               | £            | s. d.      |                                 | £          | s. d.       |            | £      | s. d. |            | £            | s. d.        |                               | £      | s. d. | £ | s. d. |
| Coffee, green, cwt.           | 2198 0 0                                      | 5693 8 0     | 17451 0 11 | 5456 18 1                       |            |             |            |        |       | 5453 0 20  | 14792 14 5   | 12203 0 0    | 9182 5 11                     |        |       |
| Coffee, other, "              | 0                                             | 4 15 1       |            |                                 |            |             |            |        |       | 88 1 2     | 255 18 1     | 20 1 25      | 83 19 3                       |        |       |
| Cigars, lbs.                  | 1815                                          | 416 0 0      | 134136     | 5477 9 6                        | 2916       | 682 3 0     |            |        |       |            |              | 18940        | 5127 7 1                      |        |       |
| Molasses, galls.              | 4298                                          | 129 11 2     | 2097061    | 8462 0 8                        | 55673      | 3577 16 10  |            |        |       |            |              | 649007       | 27077 8 6                     |        |       |
| Snuff, lbs.                   |                                               | 346          | 35906      | 15 6 2                          | 7133       | 37 12 1     |            |        |       |            |              | 847014       | 682 15 6                      |        |       |
| Spirits, Brandt, galls.       | 13667                                         | 3890 7 7     |            | 12341 17 0                      | 220903     | 5813 3 0    |            |        |       |            |              | 15883        | 802 15 6                      |        |       |
| Cordials,                     |                                               | 31           |            |                                 | 44         | 34 9 10     |            |        |       |            |              | 681          | 164 13 10                     |        |       |
| Gin,                          |                                               | 1450         |            | 1082 13 3                       | 1449       | 174 6 0     |            |        |       |            |              | 1661         | 161 10 10                     |        |       |
| Rum,                          |                                               | 783          |            | 135 11 2                        | 2877       | 855 10 9    |            |        |       |            |              | 177074       | 1884 18 11                    |        |       |
| Whiskey,                      |                                               | 2900         |            |                                 |            |             |            |        |       |            |              | 453576       | 35700 12 7                    |        |       |
| Wine,                         |                                               | 21028        |            | 6800 0 5                        | 168321     | 4880 8 5    |            |        |       |            |              | 177074       | 177074                        |        |       |
| Sugar, raw, cwt.              | 5593 1 5                                      | 9141 4 5     | 71669 3 15 | 105149 7 10                     | 12015 3 12 | 1467 18 6   |            |        |       |            |              | 607493       | 5570 13 8                     |        |       |
| Sugar, refined, cwt.          | 111 0 12                                      | 216 6 11     | 6715 1 16  | 12734 4 3                       | 4903 8 25  | 10921 18 2  |            |        |       |            |              | 72079 0 2    | 69708 13 8                    |        |       |
| Tea, lbs.                     | 43924                                         | 1880 12 1    | 1462012    | 101925 16 2                     |            |             |            |        |       |            |              | 4065 0 23    | 7608 17 9                     |        |       |
| Tobacco, manufactured, lbs.   |                                               |              | 15119      | 493 3 5                         | 370853     | 1497 6 4    |            |        |       |            |              | 27974703     | 80163 4 10                    |        |       |
| Tobacco, unmanufactured, lbs. |                                               |              | 13320      | 634 16 2                        | 1296       | 35 4 3      |            |        |       |            |              | 507808       | 13299 8 2                     |        |       |
| " " 20                        |                                               | 18 0 0       |            | 4241 18 11                      |            | 5920 8 6    |            |        |       |            |              | 23180        | 9130 7 7                      |        |       |
| " " 12 1/2                    |                                               | 88 18 10     |            |                                 |            | 14 18 6     |            |        |       |            |              | 90370 15 4   |                               |        |       |
| " " "                         |                                               | 1253650 0 10 |            | 2267 19 5                       |            | 77360 14 8  |            |        |       |            |              | 1509940 1 11 |                               |        |       |
| " " "                         |                                               | 41071 0 1    |            | 32111 8 5                       |            | 20182 18 11 |            |        |       |            |              | 494517 3 1   |                               |        |       |
| " " free                      |                                               | 12317 18 0   |            |                                 |            | 48 7 2      |            |        |       |            |              | 610929 2 8   |                               |        |       |
| Total                         |                                               | 1336570 3 6  |            | 299428 8 8                      |            | 144021 5 3  |            |        |       |            | 230603 16 10 |              |                               |        |       |

I. G. O. CUSTOMS DEPARTMENT,  
Quebec, 21st March, 1855.

R. S. M. BOUCHEFFE,  
Commissioner of Customs.

No. 9.

RETURN of goods imported into Canada from sea, via St. Lawrence, and forwarded under bond to the United States during the year 1855.

| Articles.          | Value.       | Articles.      | Value.       | Articles.            | Value.       |
|--------------------|--------------|----------------|--------------|----------------------|--------------|
| Railroad Iron..... | 220333 15 8  | Hardware.....  | 2259773 4 11 | Brought forward..... | 2261514 11 1 |
| Pig Iron.....      | 20802 16 1   | Furniture..... | 741 17 11    | Varnish.....         | 23 0 0       |
| Bar Iron.....      | 9368 19 1    | Iron.....      | 408 17 10    | Bricks.....          | 39 3 4       |
| Steel.....         | 267 14 1     | Woolens.....   | 667 4 0      | Other articles.....  | 426 0 11     |
| Total              | 2259773 4 11 |                | 4261514 11 1 |                      | 2261901 0 4  |

R. S. M. BOUCHEFFE, Commissioner of Customs.

No. 10.

STATEMENT of Revenue collected in the different Districts in the United States, bordering on Canada, during the following periods.

| Districts.               | From 1830 to 1848 (19 years.) |                         |              |                     | From 1848 to 1851 (3 years.) |                         |              |                  |
|--------------------------|-------------------------------|-------------------------|--------------|---------------------|------------------------------|-------------------------|--------------|------------------|
|                          | Gross Revenue.                | Expenses of Collection. | Net Revenue. | Excess of expenses. | Gross Revenue.               | Expenses of Collection. | Net Revenue. | Excess expenses. |
| 1. Vermont.....          | \$216385 14                   | \$153660 10             | \$62725 04   | .....               | \$181915 02                  | \$27472 47              | \$154442 55  | .....            |
| 2. Champlain.....        | 192877 80                     | 130938 86               | 61938 04     | .....               | 133326 68                    | 22065 22                | 109751 44    | .....            |
| 3. Oswegatchie.....      | 63201 74                      | 116874 47               | .....        | \$53672 73          | 42842 41                     | 16002 22                | 26840 19     | .....            |
| 4. Cape Vincent.....     | 21640 98                      | 78437 26                | .....        | 56737 28            | 22410 78                     | 14222 68                | 8188 20      | .....            |
| 5. Sackett's Harbor..... | 13993 04                      | 106492 84               | .....        | 92509 80            | 16603 54                     | 27000 05                | .....        | \$10397 41       |
| 6. Oswego.....           | 200754 84                     | 157519 07               | 48235 17     | .....               | 273173 02                    | 38210 43                | 234947 50    | .....            |
| 7. Genesee.....          | 133019 97                     | 80954 47                | 52065 50     | .....               | 45324 66                     | 13368 47                | 31722 66     | .....            |
| 8. Niagara.....          | 53527 07                      | 117943 82               | .....        | 64416 75            | 44076 44                     | 21277 60                | .....        | .....            |
| 9. Buffalo.....          | 150437 60                     | 197653 80               | .....        | 47216 20            | 148740 03                    | 49091 19                | 98885 78     | .....            |
| 10. Erie.....            | 3394 66                       | 156014 82               | .....        | 152620 16           | 1155 26                      | 31924 35                | .....        | 30799 09         |
| 11. Cuyahoga.....        | 30843 15                      | 47214 73                | .....        | 7331 63             | 126677 24                    | 12228 71                | 113448 53    | .....            |
| 12. Sandusky.....        | 6240 92                       | 29920 46                | .....        | 23682 54            | 34018 44                     | 5927 49                 | 28090 05     | .....            |
| 13. Miami.....           | 3660 19                       | 20183 19                | .....        | 16523 00            | 24 55                        | 2470 40                 | .....        | 2225 86          |
| 14. Detroit.....         | 88676 71                      | 163905 42               | .....        | 75228 71            | 47935 42                     | 32668 22                | 15007 20     | .....            |
| 15. Michilimacinae.....  | 5180 42                       | 39936 59                | .....        | 34747 17            | 1797 42                      | 4335 02                 | .....        | 2737 60          |
| 16. Chicago.....         | 2026 86                       | 3117 09                 | .....        | 1090 23             | 10070 41                     | 10360 73                | 154 75       | .....            |
| Total.....               | 1200935 09                    | 1600776 59              | 224064 05    | 625846 15           | 1130912 21                   | 331436 14               | 844338 50    | 46129 06         |

Expenses of collection.....\$1600776 50  
 Gross Revenue collected.....1200935 09  
 Loss to public.....\$390881 50

Gross Revenue.....\$1130912 21  
 Duties refunded.....\$170 92  
 Expenses of prosecution.....1099 61  
 Expenses of collection.....331436 14  
 Excess of expenses.....46129 06

378833 63  
 \$752078 58

| Districts.                             | 1852 (one year.) |            |                    | 1853 (one year.) |            |                    | 1854 (one year.) |            |                    |
|----------------------------------------|------------------|------------|--------------------|------------------|------------|--------------------|------------------|------------|--------------------|
|                                        | Value of Imports | Revenue.   | Expense of Collec. | Value of Imports | Revenue.   | Expense of Collec. | Value of Imports | Revenue.   | Expense of Collec. |
| 1. Vermont.....                        | \$46694          | \$37647 29 | \$9896 00          | \$184512         | \$40114 64 | \$10414 36         | \$337270         | \$45830 35 | \$9871 25          |
| 2. Champlain.....                      | 75331            | 64673 51   | 10218 00           | 494356           | 111332 89  | 8482 41            | 104175           | 121595 38  | 13587 03           |
| 3. Oswegatchie.....                    | 20303            | 20004 70   | 5265 00            | 328735           | 44555 94   | 7692 50            | 415472           | 34193 47   | 8489 30            |
| 4. Cape Vincent.....                   | 45883            | 21690 82   | 7834 00            | 759991           | 35671 90   | 6673 57            | 1111094          | 27215 02   | 8427 95            |
| 5. Sackett's Harbor.....               | 300              | 12844 24   | 7276 00            | 4393             | 4495 05    | 8185 00            | 34779            | 3864 94    | 6703 23            |
| 6. Oswego.....                         | 592653           | 86729 97   | 10448 22           | 14041 10         | 128667 27  | 11755 39           | 3369028          | 174313 70  | 20008 37           |
| 7. Genesee.....                        | 31075            | 10983 16   | 6941 44            | 46650            | 7902 32    | 6704 40            | 109780           | 10646 04   | 7214 44            |
| 8. Niagara.....                        | 144737           | 23885 48   | 5634 00            | 1119797          | 28348 58   | 11171 30           | 171080           | 22397 53   | 8812 65            |
| 9. Buffalo.....                        | 67477            | 91372 00   | 15963 00           | 440708           | 85263 72   | 16166 66           | 412778           | 86586 86   | 17344 23           |
| 10. Erie.....                          | .....            | 517 06     | 850 03             | 37               | 316 08     | 285 59             | 4608             | 1636 62    | 1285 07            |
| 11. Cuyahoga.....                      | 20831            | 85523 56   | 4404 00            | 132219           | 48510 79   | 3690 80            | 372504           | 65101 28   | 4504 92            |
| 12. Sandusky.....                      | 334              | 82397 49   | 2519 00            | 54969            | 76660 88   | 2506 62            | 10736            | 26520 91   | 2554 12            |
| 13. Miami.....                         | .....            | .....      | 2414 00            | .....            | 99316 02   | 2210 75            | 7941             | 71397 14   | 2182 04            |
| 14. Detroit.....                       | 55634            | 34333 95   | 13982 38           | 207782           | 831 81     | 17730 05           | 159645           | 13700 00   | 14899 57           |
| 15. Michilimacinae.....                | 437              | 1054 23    | 2211 00            | 3448             | 481 60     | 1949 46            | 7443             | 1923 81    | 2084 50            |
| 16. Chicago.....                       | .....            | 919 80     | 2520 06            | .....            | 127060 05  | 2577 50            | 49174            | 13484 32   | 4215 57            |
| 17. Milwaukee established in 1852..... | .....            | 11188 74   | 2400 00            | 7559             | 27216 11   | 2853 01            | 38708            | 334043 78  | 5025 53            |
| Total.....                             | 1101779          | 585771 00  | 116836 13          | 6270771          | 863747 45  | 121040 46          | 6716133          | 1052368 22 | 137180 91          |

NOTE.—It is to be observed upon comparing the Imports with the Revenue contained in the above Statement, that whilst the Imports include only the articles brought directly from Canada into the ports mentioned, a portion of the Revenue is derived from Imports brought into the Atlantic ports, and transported in bond to the Lake ports.

TREASURY DEPARTMENT,  
 Registrar's Office, 14th October, 1854.

H. BIGGER, Registrar.

Statement exhibiting the Value of Imports, Expenses of Collection, and Gross and Nett Revenue at the different Ports in Canada bordering on the United States, in the years 1840, 1848, and 1854.

| No. | Ports.                        | 1841.    |                    |                     | 1843.    |                    |                     | 1854.    |                    |                     | Remarks. |
|-----|-------------------------------|----------|--------------------|---------------------|----------|--------------------|---------------------|----------|--------------------|---------------------|----------|
|     |                               | Revenue. |                    | Imports.<br>Values. | Revenue. |                    | Imports.<br>Values. | Revenue. |                    | Imports.<br>Values. |          |
|     |                               | Gross.   | Ex-pens's<br>Nett. |                     | Gross.   | Ex-pens's<br>Nett. |                     | Gross.   | Ex-pens's<br>Nett. |                     |          |
| 1   | St. Johns.                    | 24092    | 819                | 23273               | 22341    | 1454               | 20887               | 169122   | 8118               | 160004              |          |
| 2   | Philipsburg.                  | 857      | 146                | 711                 | 1226     | 1226               | 310                 | 916      | 1366               | 778                 | 103      |
| 3   | Coteau du Lac.                | 700      | 644                | 56                  | 76       | 76                 | 351                 | 310      | 1155               | 318                 | 877      |
| 4   | Stenstead.                    | 749      | 135                | 614                 | 1412     | 1412               | 338                 | 1074     | 1418               | 81                  | 883      |
| 5   | Amherstburg.                  | 417      | 100                | 317                 | 663      | 663                | 162                 | 1824     | 470                | 470                 | 334      |
| 6   | Bath.                         | 882      | 100                | 782                 | 655      | 655                | 133                 | 302      | 820                | 820                 | 1491686  |
| 7   | Belleville.                   | 702      | 100                | 602                 | 1453     | 1453               | 231                 | 2718     | 12188              | 822                 | 1323     |
| 8   | Brookville.                   | 888      | 100                | 788                 | 3130     | 3130               | 412                 | 2718     | 9459               | 927                 | 8532     |
| 9   | Bond Head & Port Darlington*. | 291      | 100                | 191                 | 60       | 60                 | 1268                | 29123    | 169122             | 8118                | 160004   |
| 10  | Burlington.                   | 2978     | 223                | 2755                | 30325    | 30325              | 231                 | 644      | 8522               | 294                 | 8228     |
| 11  | Chatham.                      | 295      | 100                | 195                 | 925      | 925                | 231                 | 644      | 2597               | 478                 | 2134     |
| 12  | Chippawa.                     | 1119     | 181                | 938                 | 1953     | 1953               | 427                 | 1324     | 7351               | 423                 | 6823     |
| 13  | Cobourg.                      | 1005     | 125                | 880                 | 1362     | 1362               | 331                 | 1031     | 7351               | 423                 | 6823     |
| 14  | Cornwall.                     | 105      | 53                 | 52                  | 270      | 270                | 130                 | 130      | 925                | 650                 | 735      |
| 15  | Port Erie.                    | 672      | 100                | 572                 | 972      | 972                | 303                 | 689      | 7830               | 635                 | 7232     |
| 16  | Gananoque.                    | 95       | 48                 | 47                  | 284      | 284                | 158                 | 120      | 425                | 137                 | 1538     |
| 17  | Goderich.                     | 53       | 26                 | 27                  | 302      | 302                | 147                 | 155      | 1719               | 131                 | 1538     |
| 18  | Hallowell.                    | 432      | 100                | 332                 | 471      | 471                | 115                 | 359      | 39032              | 2385                | 26447    |
| 19  | Kingston.                     | 8479     | 300                | 8179                | 10487    | 10487              | 1371                | 9568     | 39032              | 2385                | 26447    |
| 20  | Maria Town.                   | 61       | 31                 | 30                  | 264      | 264                | 189                 | 75       | 886                | 131                 | 257      |
| 21  | Newcastle and Trent Port      | 1688     | 84                 | 1604                | 336      | 336                | 160                 | 176      | 622                | 325                 | 5804     |
| 22  | Niagara.                      | 1246     | 137                | 1109                | 1658     | 1658               | 310                 | 1348     | 3008               | 280                 | 2728     |
| 23  | Oakville.                     | 205      | 100                | 105                 | 1023     | 1023               | 180                 | 573      | 68                 | 25                  | 48       |
| 24  | Penakanshusheno*.             | 211      | 100                | 111                 | 14       | 14                 | 35                  | 1163     | 685                | 676                 | 6177     |
| 25  | Prescott.                     | 336      | 100                | 236                 | 127      | 127                | 204                 | 101      | 825                | 676                 | 6177     |
| 26  | Port Burwell.                 | 303      | 51                 | 252                 | 319      | 319                | 101                 | 218      | 1748               | 249                 | 1499     |
| 27  | Port Colville and Dunnville.  | 225      | 100                | 125                 | 767      | 767                | 222                 | 546      | 88                 | 161                 | 1499     |
| 28  | Port Credit*.                 | 725      | 100                | 625                 | 103      | 103                | 114                 | 321      | 5374               | 515                 | 4822     |
| 29  | Port Dalhousie.               | 460      | 100                | 360                 | 1700     | 1700               | 252                 | 1468     | 3704               | 407                 | 3207     |
| 30  | Port Dover.                   | 132      | 66                 | 66                  | 467      | 467                | 138                 | 1103     | 7081               | 523                 | 6588     |
| 31  | Port Hope.                    | 132      | 66                 | 66                  | 467      | 467                | 138                 | 1103     | 1887               | 230                 | 1607     |
| 32  | Port Sarria.                  | 829      | 100                | 729                 | 5132     | 5132               | 294                 | 438      | 16559              | 779                 | 15780    |
| 33  | Port Stanley.                 | 40       | 20                 | 20                  | 1078     | 1078               | 244                 | 884      | 3077               | 329                 | 2748     |
| 34  | Port Talbot.                  | 40       | 20                 | 20                  | 1078     | 1078               | 244                 | 884      | 64                 | 65                  | 6873     |
| 35  | Queenston.                    | 256      | 100                | 156                 | 1010     | 1010               | 95                  | 770      | 7650               | 687                 | 6873     |
| 36  | Rivière aux Raisins*.         | 56       | 28                 | 28                  | 2752     | 2752               | 332                 | 3080     | 172576             | 4303                | 168270   |
| 37  | Stantwich.                    | 106      | 53                 | 53                  | 1392     | 1392               | 139                 | 314      |                    |                     |          |
| 38  | Toronto.                      | 6230     | 317                | 5913                | 463      | 463                | 139                 | 309      |                    |                     |          |
| 39  | Turkey Point.                 | 165      | 82                 | 83                  |          |                    |                     |          |                    |                     |          |
| 40  | Windsor.                      | 380      | 100                | 280                 |          |                    |                     |          |                    |                     |          |

Population in 1841... 1050000  
Population in 1848... 1491686  
Population in 1854... 2000000

|                                                    |                      |         |       |        |         |      |       |         |       |         |       |
|----------------------------------------------------|----------------------|---------|-------|--------|---------|------|-------|---------|-------|---------|-------|
| 41                                                 | Dundas               | 517     | 330   | 187    | 530     | 254  | 280   | 280     | 280   | 280     | 280   |
| 42                                                 | Lacolle.             | 85      | 80    | 5      | 80      | 80   | 80    | 80      | 80    | 80      | 80    |
| 43                                                 | Compton.             | 250     | 133   | 114    | 480     | 145  | 335   | 335     | 335   | 335     | 335   |
| 44                                                 | Clarenceville.       | 358     | 80    | 278    | 682     | 145  | 537   | 537     | 537   | 537     | 537   |
| 45                                                 | Hemmingford.         | 154     | 114   | 40     | 135     | 112  | 23    | 23      | 23    | 23      | 23    |
| 46                                                 | Huntington.          | 122     | 226   | 104    | 60      | 60   | 145   | 145     | 145   | 145     | 145   |
| 47                                                 | Russelltown.         | 61      | 88    | 27     | 844     | 166  | 678   | 678     | 678   | 678     | 678   |
| 48                                                 | Eaton.               | 456     | 120   | 336    | 232     | 143  | 89    | 89      | 89    | 89      | 89    |
| 49                                                 | Freshburg.           | 227     | 137   | 90     | 302     | 130  | 172   | 172     | 172   | 172     | 172   |
| 50                                                 | Pottou.              | 94      | 56    | 38     | 944     | 944  | 120   | 120     | 120   | 120     | 120   |
| 51                                                 | Sutton.              | 474     | 226   | 248    | 132     | 120  | 12    | 12      | 12    | 12      | 12    |
| 52                                                 | St. Regis.           | 34      | 158   | 124    | 10      | 10   | 60    | 60      | 60    | 60      | 60    |
| 53                                                 | Dickenson's Landing. | 47      | 143   | 96     | 67      | 67   | 158   | 158     | 158   | 158     | 158   |
| 54                                                 | Grafton.             | 75      | 75    | 0      | 208     | 179  | 49    | 49      | 49    | 49      | 49    |
| 55                                                 | Maitland.            | 84      | 228   | 144    | 607     | 148  | 459   | 459     | 459   | 459     | 459   |
| 56                                                 | Owen's Sound.        | 85      | 228   | 143    | 313     | 150  | 163   | 163     | 163   | 163     | 163   |
| 57                                                 | Port Colborne.       | 48      | 113   | 65     | 313     | 150  | 163   | 163     | 163   | 163     | 163   |
| 58                                                 | Port Maitland.       | 49      | 92    | 43     | 730     | 948  | 600   | 600     | 600   | 600     | 600   |
| 59                                                 | Rondeau.             | 607     | 135   | 472    | 400     | 107  | 293   | 293     | 293   | 293     | 293   |
| 60                                                 | Sault Ste. Marie.    | 163     | 85    | 78     | 424     | 125  | 299   | 299     | 299   | 299     | 299   |
| 61                                                 | Wallaceburg.         | 30      | 110   | 80     | 5743    | 650  | 5092  | 5092    | 5092  | 5092    | 5092  |
| 62                                                 | Wellington.          |         |       |        | 92      | 115  | 23    | 23      | 23    | 23      | 23    |
| 63                                                 | Amherst.             |         |       |        | 7       | 7    | 1309  | 1309    | 1309  | 1309    | 1309  |
| 64                                                 | Catticook.           |         |       |        | 1706    | 225  | 10502 | 10502   | 10502 | 10502   | 10502 |
| 65                                                 | Gegreville.          |         |       |        | 10730   | 227  | 9004  | 9004    | 9004  | 9004    | 9004  |
| 66                                                 | Hereford.            |         |       |        | 3231    | 101  | 101   | 101     | 101   | 101     | 101   |
| 67                                                 | New Carlisle.        |         |       |        | 21      | 21   | 108   | 108     | 108   | 108     | 108   |
| 68                                                 | Branford.            |         |       |        | 43      | 43   | 156   | 156     | 156   | 156     | 156   |
| 69                                                 | Bytown.              |         |       |        | 5849    | 201  | 5648  | 5648    | 5648  | 5648    | 5648  |
| 70                                                 | Brighton.            |         |       |        | 67      | 67   | 244   | 244     | 244   | 244     | 244   |
| 71                                                 | Bruce Mines.         |         |       |        | 709     | 158  | 550   | 550     | 550   | 550     | 550   |
| 72                                                 | Cranache.            |         |       |        | 899     | 125  | 674   | 674     | 674   | 674     | 674   |
| 73                                                 | Dundas.              |         |       |        | 1258    | 216  | 1042  | 1042    | 1042  | 1042    | 1042  |
| 74                                                 | Elgin.               |         |       |        | 1322    | 145  | 1178  | 1178    | 1178  | 1178    | 1178  |
| 75                                                 | Morrisburg.          |         |       |        | 1321    | 103  | 1218  | 1218    | 1218  | 1218    | 1218  |
| 76                                                 | Napanee.             |         |       |        | 20810   | 1621 | 19289 | 19289   | 19289 | 19289   | 19289 |
| 77                                                 | Oshawa.              |         |       |        | 1467    | 113  | 1354  | 1354    | 1354  | 1354    | 1354  |
| 78                                                 | Pictou.              |         |       |        | 2510    | 210  | 2300  | 2300    | 2300  | 2300    | 2300  |
| 79                                                 | Port Rowan.          |         |       |        |         |      |       |         |       |         |       |
| 80                                                 | Port Trenton.        |         |       |        |         |      |       |         |       |         |       |
| 81                                                 | Stamford.            |         |       |        |         |      |       |         |       |         |       |
| 82                                                 | Sauguen.             |         |       |        |         |      |       |         |       |         |       |
| 83                                                 | Whitby.              |         |       |        |         |      |       |         |       |         |       |
| Values by Mr. Green's Tables.                      |                      | 2694161 |       |        | 3124928 |      |       | 1612331 |       |         |       |
| Inland Ports.                                      |                      | 57573   |       |        | 16562   |      |       | 114731  |       |         |       |
| From Sea.                                          |                      | 168261  |       |        | 130148  |      |       | 100722  |       |         |       |
| Add Excess of Expenses.                            |                      |         |       |        | 203851  |      |       | 803505  |       |         |       |
| Customs branch.                                    |                      |         |       |        | 4920    |      |       | 1145    |       |         |       |
| Deduct balance to correspond with public accounts. |                      |         |       |        |         |      |       | 804353  |       |         |       |
| Totals.                                            |                      | 2525834 | 11395 | 214488 | 33748   |      |       | 1225102 | 50754 | 1185018 |       |

## RETURN

TO AN ADDRESS of the Legislative Assembly, to His Excellency the Governor General dated the 23rd instant, praying His Excellency to cause to be laid before the House "copies of  
 " all contracts, agreements and bargains having reference to  
 " the Junction Canal, and of all correspondence, reports and  
 " other documents relating thereto, also a statement shew-  
 " ing in detail the amounts paid out, to whom paid, and on  
 " what account."

By command,

GEO. ET. CARTIER,  
 Secretary.

Secretary's Office,  
 Quebec, 26th May, 1855.

### *Articles of Agreement ;*

Entered into on the twenty sixth day of December, in the year of our Lord, one thousand eight hundred and fifty one—and made in duplicate, between George Bowie and James Cassels, of the City of Montreal, and Province of Canada, Contractors, George Garth of the said City of Montreal, Plumber and Contractor, John Sutherland of the said City of Montreal, Blacksmith and Contractor, and Alexander Wallace of the said City of Montreal, Tool Maker and Contractor of the first part and Her Majesty Queen Victoria, represented herein by the Commissioners of Public Works of the Province of Canada, of the second part: Witness, That the party of the first part hereby bind and oblige themselves, their heirs and assigns, to and in favor of Her said Majesty, Her Heirs and Successors, for and in consideration of the covenants, conditions and agreements hereinafter mentioned, to find all necessary tools, implements and materials whatsoever, and to construct, complete and finish, in every respect, to the satisfaction of the Commissioners, all the works connected with the construction of a Canal, along the bank of the River Saint Lawrence, in the Townships of Edwardsburg and Matilda, and Counties of Grenville and Dundas, intended to connect the Galops and Point Iriquois Canals, and designated in the specification hereunto annexed as the Junction Canal—in a good, substantial and workmanlike manner, according to the plans remaining of record in the Office of the Commissioners, and signed by the party of the first part, and the Commissioners aforesaid, representing Her said Majesty as aforesaid, the whole to be completed and finished in strict conformity with the Specification hereunto attached, signed also by the party of the first part and by the Commissioners as aforesaid, and to be in every respect ready for use, on or before the first day of April, in the year one thousand eight hundred and fifty three.

In consideration whereof, Her Majesty Queen Victoria, represented by the said Commissioners as aforesaid, doth hereby promise and agree to pay to the party of the

first part, or to the heirs, assigns, or legal representatives of the party of the first part, the rates and prices hereinafter mentioned, viz :

For Earth Excavation, hauled, and placed in the embankment, one shilling per cubic yard.

For Rock Excavation, three shillings per cubic yard.

For Rip-rap Wall, made from stones taken from the excavation or elsewhere, one shilling and three pence per cubic yard.

For Slope Wall inside of Canal, made from stones taken from the excavation or elsewhere, four shillings and eight pence per cubic yard.

For Timber in Pier or Crib Work, five pence per lineal foot, measured in the work.

For Stones in Pier or Crib Work, procured from the excavation or elsewhere, two shillings and nine pence per cubic yard.

For Wrought Iron used in the Pier or Crib Work, four pence and one half-penny per pound.

For Snubbing Posts, procured, prepared and placed, fifteen shillings each.

For pumping, making, maintaining and removing Coffor Dams, bailing and unwatering the Work, the bulk sum of two thousand pounds; which aforesaid sums are all computed in currency, and payment thereof will be made by Her said Majesty, according to the provisions of Statute 9 Victoria, Chapter 37, Section 35.

And the said party of the first part, and Her said Majesty, represented as aforesaid, do hereby declare, covenant, and agree that the said contract and undertaking shall be, and is further made and entered into by them, the said party of the first part and Her said Majesty, represented as aforesaid, under the express agreements, stipulations, covenants, and conditions following, that is to say:—

*Firstly.*—That payments of the price herebefore mentioned, (subject to the provisions contained in the sixteenth clause of this contract, as hereinafter set forth.) (Signed,) G. B. ; T. C. ; G. G. ; J. S. ; A. W. ; Q. Y. ; F. A. B. ; shall be made to the party of the first part monthly, within ten days after an estimate of the Engineer or Officer in charge shall have been received by the Commissioners, specifying the amount of work done during the month then ending; but that nevertheless, it shall be lawful for Her Majesty to withhold from the party of the first part, and retain fifteen per cent, out of the amount of the estimates until the perfect completion of the work, and the acceptance of the same by the Commissioners, which fifteen per cent., so withheld and retained, shall be paid with the last instalment, within ten days after the Engineer or Officer in charge shall have delivered to the Commissioners his final estimate of the work performed, and the materials furnished, in virtue of these presents, with detailed measurements, weights, &c., and his certificate of the work having been fully completed and finished, if the Commissioners shall so soon have accepted and approved of the work; and that in forming his final estimate, the Engineer or other Officer shall not be bound or governed by the preceding monthly estimates, which shall be taken and considered merely as approximate. Provided always, and it is further agreed, that Her said Majesty, from time to time, during the progress of the works, may pay to the party of the first part the whole or any portion of the fifteen per cent, so withheld and retained.

*Secondly.*—That if, by the report of the Engineer or Superintendent employed by the Commissioners in that behalf, it shall appear that the establishment and rate of progress at and in the said works, are not such as to insure completion of the same within the time herein prescribed, or if the party of the first part shall persist in any course, violating the provisions of this contract; Her said Majesty shall have the power, at Her discretion, by the Commissioners aforesaid, or their successors in office, without previous notice or protest, and without process or suit at law, either to take the work, or any part thereof, out of the hands of the party of the

first part, and to relet the same to any other Contractor or Contractors, without its being previously advertised, or to employ additional workmen, and provide materials, tools and other necessary things, at the expense of the party of the first part; and the party of the first part in either case shall be liable for all damages, and extra costs and expenditure, which may be incurred by reason thereof; and shall, in either of such cases, likewise forfeit all moneys then due, under the conditions and stipulations, or any or either of them herein contained.

*Thirdly.*—That in case of failure in the contract, the party of the first part shall thereby forfeit all right and claim to the said fifteen per cent., or any part thereof remaining unpaid, as well as to any moneys whatever due on this contract.

*Fourthly.*—That all materials for the said work shall be inspected and approved of, before being used, either by the Commissioners or such person as they may appoint; and any material disapproved of, shall not be used in the work, and if not removed by the party of the first part, when directed by the Commissioners or their Engineer, or person in charge, then the rejected materials shall be removed by the Commissioners, their Engineer or person in charge, to such place as they may deem proper, at the cost and charge, and at the risk of the party of the first part; but it is distinctly understood and agreed, that the inspection and approval of materials, shall not in any wise subject Her said Majesty, to pay for the said materials, or any portion thereof, unless employed or used in the said works, nor prevent the rejection, afterwards, of any portion thereof, which may turn out to be unsound or unfit to be used in the work, nor shall such inspection be considered as any waiver of objection to the work on account of the unsoundness or imperfection of the material used.

*Fifthly.*—That it shall be in the power of Her said Majesty to make payments or advances on materials, implements, vessels or tools of any description procured for the works, or used, or intended to be used about the same, in such cases and upon such terms and conditions, as to the said Commissioners may seem proper; and that whenever any advance or payment shall be paid to the party of the first part, upon any tools, implements or materials of any description, the tools, implements or materials upon which such advance or payment shall be made, shall henceforward be vested in and held as collateral security by Her Majesty, Her Heirs and Successors, for the due fulfilment by the party of the first part, of the present contract: it being however, well understood that all such tools, implements or materials of any kind, are to remain at the risk of the party of the first part, who shall be responsible for the same, until finally used and accepted as part of the work by the Commissioners; but the party of the first part shall not presume to exercise any act of ownership or control whatever over any tools, implements or materials upon which any advance or payment shall have been so made, without the permission in writing of the Commissioners.

*Sixthly.*—That should any overseer, mechanic, or workman employed on or about the work, give any just cause of complaint, the party of the first part shall, immediately upon the application of the Commissioners, their Engineer or person in charge, dismiss such person or persons forthwith from the works, and he shall not be employed again thereon, without the consent of the Commissioners; and should the party of the first part continue to employ such overseer, mechanic or workman, the party of the first part shall forfeit to Her Majesty, Her Heirs and Successors, the sum of five pounds, current money aforesaid, for each and every day during which such overseer, mechanic or workman shall be employed on the works after such application as aforesaid; and all sums so forfeited, shall be deducted, from and out of the amount which the party of the first part may be entitled to receive from Her said Majesty, at the commencement of the month next ensuing such forfeit, or at a later period, as her Majesty shall deem proper.



*Seventhly.*—That if any change or alteration, either in the position or details of any part of the work, shall be required by the said Commissioners, during the progress thereof, the party of the first part is hereby bound to make such alterations or change, and if such alterations or change shall entail extra expense on the said party of the first part, either in labour or materials, the same shall be allowed to the said party of the first part, or, should it be a saving to the said party of first part, in either labour or materials, the same shall be deducted from the amount of this contract; in either case, the amount is to be determined by the estimate made by the Commissioners, their Engineer or Officer in charge. But no such change or alteration, whatever may be the extent or quality thereof, or at whatever time the same may be required to be made, pending the said contract, shall in any wise have the effect of suspending, superseding, annulling, or rescinding this contract, which shall continue to subsist, notwithstanding any such change or alteration; and every such change or alteration shall be performed and made by the said party of the first part, under and subject to the conditions, stipulations, and covenants herein expressed, and as if such change or alteration had been expressed and specified in the terms of this contract: and should the said party of the first part be required by Her Majesty, represented as aforesaid, to do any work, or furnish any materials for which there is not any price specified in this contract, the same shall be paid for at the estimated prices of the Engineer in charge of the works: but no change or alteration as aforesaid whatever, and no extra work whatever, shall be done without the written authority of the Engineer in charge, given prior to the execution of such work, nor will any allowance or payment whatever be made for the same, in case it should be done without such authority.

*Eighthly.*—That the said party of the first part shall be responsible in full, for all damages to land, or trespass of whatsoever nature, which may be done by the said party of the first part, or by the overseers, mechanics or workmen employed thereon, not within the limits of the land taken by Her said Majesty, for the location of the works embraced within this contract, either by the opening or obstruction of roads, in the procuring of materials of any description, or in any other proper pursuit of this contract; and the said party of the first part shall also be responsible for all pilfering from the plantations, gardens, fields or premises adjacent to the work, originating either in his or their own conduct, or that of the overseers, mechanics or workmen; and the amount of such damage or loss having been determined by appraisement, arbitration, or judicial proceeding, the same shall be deducted from any moneys due to the said party of the first part.

*Ninthly.*—That the party of the first part shall furnish suitable habitations or accommodation for the lodgment of mechanics, workmen and labourers employed upon the works, to be approved of by the Commissioners, their Engineer or person in charge.

*Tenthly.*—That all payments made by the said party of the first part to the mechanics, workmen and labourers employed, shall be in cash, or in current bills of a Chartered Bank of the Province, and at intervals not greater than of one fortnight; and that there shall not be any agreement made between them for "truck pay," or for payment in goods of any kind, under forfeiture of this contract; and if any complaints shall be made at any time during the progress of the said works, by the labourers, mechanics or workmen employed in any part of the works, that their wages have been withheld and are unpaid, it shall be lawful for her said Majesty, upon the Commissioners aforesaid being satisfied as to the truth of such complaints, to pay and advance to the said labourers, mechanics or workmen, the amount of such wages, out of the moneys then due, or to become due to the party of the first part, or to take such other measures as may, by Her said Majesty, be deemed advisable for ensuring the regular payment of wages to the labourers, mechanics or workmen aforesaid.

*Eleventhly.*—That the party of the first part shall not in any way traffic in, or dispense, any description of spirituous or fermented liquors, upon or in the vicinity of the works under this contract, and shall discountenance the vending and dispensing of the same by others, by every means in the power of the party of the first part.

*Twelfthly.*—That the party of the first part shall not in any way dispose of, sublet, or relet any portion of the works embraced in this contract, except the procuring of materials.

*Thirteenthly.*—Should any difference of opinion arise as to the construction to be put upon any part of the specifications or plans, the same shall be determined by the Commissioners alone, and such determination shall be final and conclusive, and binding upon the parties to this contract and every of them.

*Fourteenthly.*—That any notice or other paper connected with these presents, which may be required or desired, on behalf of Her Majesty, to be served on the party of the first part, may be addressed to the party of the first part, at his or their domicile or usual place of business, or at the place where the work hereby contracted for is to be carried on, and left at the Post Office, Edwardsburg, C. W., and any paper so addressed and left at the Post Office, shall, to all intents and purposes, be considered legally served.

*Fifteenthly.*—That should the party of the first part not complete the work herein contracted for, at the period agreed upon, as above mentioned, the said party of the first part shall be liable for, and shall cause to be paid to the party of the second part, all salaries or wages which shall become due to the person or persons superintending the work, on behalf of the said Commissioners, from the above named period for completion, until the same shall actually be completed and received.

*Sixteenthly.*—That whereas the price per cubic yard of the excavation, as hereinbefore mentioned, is the average price of the whole, whether above or below the water, whether easy or difficult to dig, whether of long or short haul, it is agreed between the parties to this contract, that the payments for such excavation, to be made upon the progress monthly estimates for work done during each month, shall be at prices to be determined according to its comparative value, whether easy or difficult, in reference to the contract price for such excavation before mentioned, and which prices shall be assigned and apportioned by the Engineer of the Department, in such manner, that when the whole work shall have been completed, the aggregate amount received by the said party of the first part, shall be the same as if the whole were calculated at the contract price hereinbefore mentioned.

*Seventeenthly.*—That in the event of any work being performed by the said party of the first part, extra of this contract, by directions of the Engineer in charge, the same shall be returned and paid for in the estimate to be made for the month during which the said extra work shall have been performed, and no claim for any such extra work, alleged to have been performed by the said party of the first part, shall be entertained by the said party of the second part, unless notice thereof shall be given in writing, within one month after such work shall have been executed.

It is further agreed, by and between the said parties hereto, that inasmuch as the works to be completed, under and by virtue of these articles of agreement, are to be performed and executed in that part of this Province, heretofore called the Province of Upper Canada, the said agreement, and all and several, the provisions thereof, shall and will be construed, governed and regulated by the laws in force in the said part of the Province, heretofore the Province of Upper Canada.

In witness whereof, the party of the first part, and the said Commissioners representing Her Majesty as aforesaid, have hereunto signed their names and set their

seals, and the Secretary for the said Public Works hath also countersigned these presents.

(Signed,)

GEORGE BOWIE, (L. S.,)  
 JAMES CASSELS, (L. S.,)  
 GEORGE GARTH, (L. S.,)  
 JOHN SUTHERLAND, (L. S.,)  
 ALEXANDER WALLACE, (L. S.,)  
 JOHN YOUNG, (L. S.,)  
 Chairman Com. Public Works.

Signed and Sealed by the said George Bowie, James Cassels, George Garth, John Sutherland and Alexander Wallace, the party of the first part, on the day and year first above written, in the presence of

(Signed,)

MURDO MACIVOR, of Montreal, Advocate.  
 JOHN BETHUNE, Junr., of Montreal, Clerk.

Signed and Sealed by the Honorable John Young, Chief Commissioner of Public Works, in the City of Montreal, the 26th day of December, 1851, in the presence of

(Signed,)

MURDO MACIVOR, of Montreal, Advocate,  
 JOHN BETHUNE, Junr., of Montreal, Clerk.

Witnesses,

STRUTIERS STRANG,  
 JOS. GUY.

THOMAS A. BEGLY,  
 Secretary Public Works.

The foregoing is a true copy of the above Articles of Agreement, executed by us, on the day and year therein mentioned.

Witnesses to the Signatures of George Bowie, James Cassels, John Sutherland, George Garth and Alexander Wallace.

J. W. ROMAINE,  
 JOHN RADIGER.

Witnesses to the Signature of the Honorable John Young.

M. MACIVOR,  
 W. H. FLEET.

(Signed,)

GEORGE BOWIE,  
 JAMES CASSELS,  
 GEORGE GARTH,  
 JOHN SUTHERLAND,  
 ALEXANDER WALLACE,

(Signed,)

JOHN YOUNG,  
 Chief Com. Public Works.

QUEBEC, 7th May, 1852.

Sir,—In answer to your communication of the first instant, we do hereby agree to proceed with and complete the works of the Junction Canal according to

plans, sections, and explanations given, at our original Tender prices for the above works, provided we are put in immediate possession by your Honorable Board.

Your obedient,

(Signed,)

CRAWFORD & MILNER.

To the Honorable H. H. Killaly,  
Assistant Commissioner Board of Works.

JUNCTION CANAL OFFICE,  
EDWARDSBURG, 31st May, 1852.

SIR,—I herewith forward the final estimate and measurement of work done on the Junction Canal by the former Contractors, Messrs. Bowie & Cassels. The estimate is made out at the *pro rata rates*, embracing the entire drawback of 15 per cent., as directed in your letter of the 8th May, No. 10,871.

On the face of the estimate is shewn the quantity and the mean average haul of the material excavated. The price allowed is the comparative value of the work done, in reference to the contract price of 1s. per cubic yard, as shewn in the schedule of prices sent to the Department on the 2nd of March last. The price throughout does not exceed 7½d. per cubic yard, which, although inadequate to meet the necessary expenses of the work, is all that the contract price will admit of being paid. The estimate being a final one to Bowie & Cassels, it is sent for the approval of the Commissioners, prior to a certificate being issued, the parties having expressed themselves satisfied with the amount. It might be well if authority was at once sent to grant a certificate; a receipt in full of all demands will of course be necessary. The late Contractors have settled with all the laborers, and otherwise made satisfactory arrangements with all parties with whom they had dealings in this neighbourhood, and did everything in their power to facilitate the operations of the new Contractors.

In this, the closing Report on the affairs of Messrs. Bowie & Cassels, in connection with the Junction Canal, I may be permitted to remark that, although they, as Contractors, did not prosecute the work in so expeditious a manner as desirable, still they have acted in a proper straightforward manner with all parties here or concerned. Their slow rate of progress may in a great measure be attributed to limited means and inadequate prices,—the latter they inform me arose through a mistake, which is doubtless the case, but no matter whether the mistake was one of the head or the hand they have so far acquitted themselves honorably in relinquishing the work without causing unnecessary trouble or delay in either settlement or transfer.

I beg, therefore, the Commissioners will view Messrs. Bowie & Cassels' connection with this work in as liberal a manner as circumstances will admit, and trust that their character as Contractors will suffer as little as possible in the estimation of the Department.

I have the honor to be, Sir,

Your obedient servant,

(Signed,)

JOHN PAGE,  
Engineer.

Thomas A. Begly, Esquire,  
Secretary Dept. of Public Works.

*7th May, 1852.*

GENTLEMEN,—In reply to your communication of to day, stating that you are ready to proceed with the work of the Junction Canal, according to the plans, sections and explanations given to us at the time when we originally tendered for the work and of the prices mentioned in that tender, I am directed by the Commissioners to inform you that they accept of your offer, that the former contractors have been notified of the reletting of the work and that the Engineer of the Department has been instructed to go up and put you in possession. Also that the new contract will be made out and sent up to Edwardsburg for your signature.

(Signed,)

T. A. BEGLEY,  
Secretary.

Messieurs Crawford and Milner, &c., &c., &c.

EDWARDSBURG, *13th May, 1852.*

SIR,—I have nearly closed with Messrs. Bowie & Co. There is a great Conspiracy existing among the men, demanding exorbitant wages. The whole of the men are in possession of their own shanties, erected by themselves, therefore I cannot get possession to lodge other laborers. By the next boats I could supply 200 or more men from Kingston, but am afraid of a serious conflict between the men on the Canal. Messrs. Bowie & Co., have rendered me every service possible. My opinion is that other persons are disappointed in not getting the job, and are exciting the men. Can you advise me the best steps to take in the business.

We are given to understand that the excavations, &c, done by Messrs. Bowie & Co., that the price was 6d or 6½d per yard, we are informed that now 8d per yard is allowed them. This would be a loss to us in the amount of our contract. Also that all stones which may be supplied from the excavation generally, and used in the forming of the rip rap walling, the bulk quantity of which will be deducted from the amount of excavation. On the reading the specification we did not construe it in that light. But we are most willing to abide your decision in that matter and in all others, waiting anxiously to commence operations.

I have the honour to remain, Sir,

Your obedient humble servant,

(Signed)

J. CRAWFORD.

J. Young, Esquire, }  
H. Killaly, Esquire, } Commissioners of Public Works,  
Quebec.

JUNCTION CANAL OFFICE,

*Edwardsburg, 4th June, 1852.*

SIR,—On the 12th May the lands connected with the Junction Canal were formally taken possession of by Messrs. Crawford and Milner, and the works commenced on the 17th. The present force employed averages 127 men and 40 carts daily. The contractors are making extensive arrangements to augment their force and express themselves determined to carry on the work with vigour and despatch.

In order that the Commissioners may be aware of the views entertained by the Contractors, it is necessary to inform them that Messrs. Crawford and Milner called at this Office prior to making a commencement, and seemed to be under the impression, that by the specification, they as contractors were entitled to be paid. First for excavating all stone found in the prism of the Canal, and afterwards be paid the contract price for using them as ballast for the Crib work or to form the rip-rap wall outside the embankment.

These views being entirely at variance with the tenor of the Specification, or the intention at the time the document was prepared, and as the stone referred to will form a large item in the ultimate cost of the work, it is advisable the matter should be clearly and distinctly understood; with that view the following remarks are submitted.

1st. By the specification "all the excavation is to be measured and paid for as earth excavation, and that the term earth excavation is used and meant to embrace every class of material found within the prism of the Canal or borrowing pits (except solid rock) the excavation in the thorough cuts down to bottom of Canal must be taken out during the summer of 1852 and the material used to extend the embankment &c."

2nd. The price per cubic yard for rip-rap wall is to "cover the entire cost of excavating the stone from the prism of the Canal, transporting them from thence and laying them in the wall, and is also to cover the cost of furnishing, excavating, quarrying, transporting and laying in the wall the whole or such portions of the stone as may be procured elsewhere beyond the limits of the Canal."

From the 1st clause quoted—it would be evident that if the stone are used for ballast to the crib, or for the rip rap wall, they cannot be understood as being used for extending the embankment, as the whole tenor of the specification goes to show, that neither the crib work or rip rap wall is looked upon as a portion of the embankment, but are "only" used for its protection.

With regard to the 2nd clause, It is plain that if the price stated for the rip-rap wall covers the entire cost of excavating the stone from the prism of the Canal, the contractors are not entitled to be paid in addition to that price, the price of excavation.

It will be seen also from the printed form of tender, that no difference is made between stone from the excavation or elsewhere.

Thus plainly showing that the intention was to pay the price of stone only, and not first the price of excavation with the additional price of stone.

Questions connected with this subject were asked by several of the contractors who called to examine the work prior to its being set, these gentlemen were invariably answered, that for all stone used in the work, the prices tendered for the different class of stone work were all that would under any circumstances be allowed, wherever stone were obtained from the excavation the quantity would be deducted from the quantity of the excavation.

Those previous tenders accordingly, and the late contractors Messrs. Bowie, and Cassels fully understood the subject in the same light.

The question is brought before the Commissioners with the view of drawing their attention to the specification, and of learning whether their opinion of that Document will bear out the interpretation above given.

I have the honor to be, Sir,

Your obedient servant,

JOHN PAGE, Engineer.

Thomas A. Begly, Esquire,  
Secretary Department, Public Works.

JUNCTION CANAL OFFICE,  
EDWARDSBURGH, 15th June, 1853.

SIR,—The water in the St. Lawrence River has been extremely high throughout the whole of this season; on the 9th of June it was higher than it has been known for the last sixteen years. It rose nearly two feet in about six hours, and stood at 13' 2" on the mitre sill of Galops left lock, and for a short time was 13' 4" above the same point.

A strong westerly gale blowing at the same time raised a heavy swell or surf which cut deeply into all the embankments formed along the margin of the river. The water in Iroquois Canal was three inches higher than the coping of Matilda Lock, and for a time doubts were entertained of the safety of both the Galops and Iroquois Canals.

Every exertion was made by the Superintendent to save the embankment at the weakest points by putting in stone, logs or whatever could be most readily obtained, to check the cutting effects of the surf, and I am glad to say that the efforts made were successful in preventing any serious damage being done.

The result, however, shows that even the banks of the present canals at several places are barely high enough for such extreme high water. Several persons residing in this locality state they have observed that periodically, the river continues gradually to rise for a number of years, and then for a like term diminishes. These persons predict that the water will be still higher next year, as it, according to their theory, has not yet reached its extreme height; and that venerable personage the eldest inhabitant, remarks the river has been known to be one foot higher than it was on the 9th June.

But I am inclined to believe although the water is and has been very high this season, the extreme height referred to, is more the effect of strong westerly winds, acting on the lakes, than any periodical increase in the volume of water.

This view is corroborated by the fact that about 5 o'clock A. M., on the 9th June, when only a light westerly wind was blowing, the water on the Mitre Sill of Galops Lock was 11' 3". The wind increased till near noon to almost a hurricane when the depth was 13' 2".

In the afternoon the wind fell and at 8 o'clock P. M. the water was 11' 6" above the same point.

But the increased height produced by whatever cause will be attended by disastrous results, should the river rise at any time a few inches higher than it did at the time above mentioned, unless at several places the banks of both the Galops and Iroquois Canals are raised and protected with stone on both the outer and inner sides.

The foregoing remarks are made chiefly with the view of placing the subject before the Commissioners, in order that, should they see proper, an Estimate, for their information, could be made of the probable expense likely to be incurred by raising and further protection of the embankments.

They have also some bearing on certain matters connected with the Junction Canal which I beg to submit for the consideration of the Commissioners.

By referring to the clause in the Junction Canal specification, marked in the margin "Embankment in bottoming," it is stated at such places where there are materials to be excavated from the bottom of the cut at present under water. The inner face of the embankment is in the first instance to be made 8 or 10 feet short of its full cross section, and its top raised only two feet above the surface of the water. The material to be afterwards excavated from the bottom when the water has been drawn or pumped off, is to be used or placed so as to increase those portions of the bank to their full dimensions."

It would have been very desirable could the plan contemplated in the clause above quoted be carried into effect.

But the extreme high water in the river has entirely frustrated the design, for in order that the contractors operations might not be retarded it was found (about the 18th May) indispensably necessary to raise the embankment to nearly its full height and generally to its full width, to admit of a passage for carts or a double track railway along its top.

Thus it will be evident that a large quantity of the material to be excavated from that portion of the bed of the river, which is to form the future prism of the Canal must be wasted or spoiled; unless the plan be adopted of raising the embankment 15 feet above the Canal bottom instead of 14 feet as originally contemplated.

This plan I the more readily recommend from the fact, that it could be carried out under present arrangements at very little additional expense by using the bottom excavation chiefly for that purpose. And for the additional reason that as the bottom of the Junction Canal is 1 foot below the top of the Mitre Sill of Galops Lock, and the water on the 9th June was 13' 2" above the same point, the new embankment was of course at the time 2 inches under water.

It will therefore be evident that in case of such high water again occurring, the embankment will be more or less destroyed if its top is not kept to a higher level, and even though assured that the river would continue lower. I would still recommend raising the embankment to 15 feet above bottom. As Steam Boats navigating the river cause a swell, that when met by a resisting force frequently rises 15 inches in height, and from the peculiar oblique rolling motion of the waves thus formed their cutting effects on an embankment are greater than waves formed by high winds.

After viewing the subject in the various phases presented, I trust the Commissioners will authorize the embankment to be raised as herein suggested.

I have the honor to be,

Sir,

Your obedient Servant,

(Signed,) JOHN PAGE,  
Engineer.

T. A. Begley, Esquire.

21st June, 1852.

SIR.—In reply to your letter of thirteenth ultimo, stating that some difficulty is to be apprehended with respect to labourers at Junction Canal, and remarking upon excavation prices, &c., I am directed to inform you that the Department has nothing to do with the labourers, nor can anything be done about prices, &c., until the Contract has been signed.

(Signed) T. A. BEGLY,  
Secretary.

Mr. J. Crawford,  
Edwardsburg.

*Specification for the construction of the Junction Canal between Galops and Point Iroquois.*

General description. The Canal will be formed by means of a Bank on the South, or side next the St. Lawrence River, connecting the Lift Lock at Galops with Nowlans Point, Frazers Point and Point Iroquois.



In cutting whether in a thorough cut, or in bottoming, the Canal will throughout be made 50 feet in width at bottom, and sunk so as to be one foot under the Mitre Sill of the Galops Lift Lock.

The side slopes in both excavation and embankment, are to be made two feet horizontal to one vertical except at such places in the embankment where crib work may be used.

The Bank to be made 12 feet wide at top, and raised 14 feet above the Canal bottom. The top or towing path to have an inclination outwards so that the front edge may be six inches higher than the rear.

Location.

The centre line to correspond with the one staked out—But the Commissioners of Public Works reserve to themselves the right of changing the position of any part of the line, as much as fifty feet either to the right or left of the line at present marked out, such change may be made either before the work is commenced or during its progress, without giving cause for any increase or change in the Contractors prices beyond the amount of price stated in the Contract.

Material how disposed of.

The whole of the materials excavated from the thorough cuts is to be used in forming the embankment, and all the stones found therein are to be picked out, saved and used for the protection of the outer Slope, and the remainder if any used in constructing the slope wall inside as hereinafter specified.

The Embankment is to be made by first forming the outer part from the materials taken from the thorough cuts, or from those places where earth is to be "borrowed" from the opposite Banks and so on as any portion of the Embankment is made to the full dimensions of the outer slope, stones are to be put out forming a Rip Rap wall for its future protection.

Embankment in bottoming.

At such places where there are materials to be excavated from the bottom of the cut at present under water, the inner face of the Embankment is in the first instance to be made 8 or 10 feet short of its full cross section, and its top raised only two feet above the surface of the water. The material to be afterwards excavated from the bottom when the water has been drawn down or pumped off is to be used or placed so as to increase those portions of the Bank to their full dimensions.

Thorough cut ting.

In thorough cuts, the adjoining embankment may at once be formed to its full cross section (except for the space to be occupied by the inside slope wall) all the earth from the thorough cuts down to bottom of Canal to be carried so far as to extend the embankment both ways from the cuts where the position of the bank to be formed requires such a course to be adopted.

Borrowing Pits.

As the thorough cuts will not afford a sufficient quantity of material to complete the embankment the Engineer in charge will lay off ground in such places as he may deem most suitable for obtaining the balance. In taking the earth from these places, the contractor shall be governed strictly by the Engineer's directions, and shall neither take more nor less than he may approve of, leaving the ground when done with such an inclination, and with such a slope as he may direct.

In case of crossing or interfering with the Road along the Bank of the River at the lower end of the work, or where the Road may be brought down to a lower level, the grade shall be made easy and regular and the operations conducted so as not to incommode the public travel.

Fences to be kept up.

The Contractor will be required to keep up all cross fences, and move the fences around the borrowing pits, and thorough cuts, and maintain them during the whole time his works are in progress.

Should the contractor desire to take material from other points than those laid out by the Engineer, he may be at liberty to do so, only on condition of his

Contractor may provide embankment on condition. arranging with and paying the Proprietor of the land, at his own cost for the damage, attendant upon acquiring the privilege, and upon the full sanction of the Engineer after he shall have ascertained that such material is required to complete the embankment, over and above what may come out of the prism of the Canal.

Seat of embankment how prepared. The seat of the embankment is to be properly mucked and cleared of stones, drift-wood, brushwood, or other materials unsuitable for rendering the bank impervious to water.

Embankment how formed. In Winter the snow and during hard frost the ice and frozen materials must be removed from the front part of the bank during its formation, at no portion or part of the Embankment whatever, (and at no season of the year) shall any stones or other material unadapted to the formation of a water tight bank be placed on the inside or centre of the embankment, all the materials of such a class found in the excavation are to be placed so as to form part of the outer slope except such stones as contain  $\frac{1}{3}$ rd of a cubic foot and upwards which are to be picked out and saved for the rip rap wall on the outer side.

All such places where the seat of the Embankment has been formed on sand or other materials through which water is likely to filtrate, there must be cut near the toe of the inner slope (immediately after the water has been drawn down) a trench of from 8 to 10 feet in width, and of sufficient depth to reach the clay underneath. The trench together with the unfinished 8 to 10 feet of inside front of bank must be filled and made up of the best description of materials, and every other precaution must be used so far as materials and circumstances will admit of making the Bank thoroughly water tight.

Work how conducted. The operations attending the foundation of the embankment are to be conducted in such a manner as not to interfere with the navigation.

It will therefore be necessary to leave to the last a passage or opening through the embankment at each end "that is to say,"—a passage must be left below the Lock at Galops, and another at the entrance of the Iroquois Canal. These openings must be shut in the fall of 1852 immediately after the close of the navigation when the water may be drawn down through the Iroquois Canal.

Drainage how obtained. Generally in December the level of the River below the Lift Rock at Matilda is such, that the water can be drawn down to within 3 or  $3\frac{1}{2}$  feet of the bottom of the Junction Canal. But to guard against the sudden rising of the River, it will be necessary for the contractor to put in a coffer dam, at Point Iroquois, or above the Lock at Matilda for his own protection against the back water.

It will also be necessary to put in a Coffier Dam above the Lock at Galops, previous to drawing down the water.

All the expenses attending upon making and maintaining Coffier Dams and their subsequent removal together with all the expenses of pumping during the progress of the work are to be *tendered* for in a bulk sum, which sum is to embrace every contingency connected with unwatering the work and under no circumstances to be either increased or diminished but will be the final fixed sum to be paid by the Commissioners of Public Works to the *Contractor* on the due completion of the work.

Wherever a thorough cut is made a catch water drain is to be cut 15 feet back from the top of the slope, it is to be three feet wide and three feet deep with side slope of  $1\frac{1}{2}$  to 1,—the bottom to have an inclination, so as to lead the water both ways to the outer end of the cutting and the material from the ditch is to be placed so as to throw the water from the edge of the slope into the ditch.

The outer side or side next the River of the embankment is to be protected by a Rip Rap Wall, of two feet in thickness from the base upwards to two feet over the water mark. The upper  $2\frac{1}{2}$  feet of the wall is to be laid uni-

form so that when completed, it shall be of a strong and durable nature and present to the eye, a fair outline corresponding with the line of the Bank.

**Slope Wall.** Inside of the embankment is to be built a slope wall, averaging two feet in thickness and five feet high, the slope on the face to be  $1\frac{1}{4}$  to 1, the base of the wall is to be  $2\frac{1}{2}$  feet below, and the top finished  $2\frac{1}{2}$  feet above the surface of the Canal, the wall to consist of good sized stones, laid in a substantial and workmanlike manner, in a line suited to the finished bank of the Canal.

At such places where the Engineer may consider that the bank is not sufficiently consolidated to admit of the inside slope wall being built, the work connected with the wall, at such places shall not be commenced till the following season.

The contract for inside slope wall will therefore only extend to such portions of the wall as the Contractor is directed by the Engineer to build during the summer of 1852 and Winter of 1852 and 1853:

**Junction of embankment with Galops.** The Junction of Embankment with the Lift Lock at Galops is to be effected through the medium of Crib work built in the manner hereinafter specified and laid or sunk according to the position of the work represented on the plan, and so as to admit of forming a water tight connection with the Lock. Crib-work may also be used at any other part of the Canal or embankment, where a strong current sets in from the River, should such be considered advisable by the Engineer in charge.

**Crib work.** The outer Crib-work at the foot of the Galops Lock is to be made from 18 to 24 feet in width, the ends of Cribs are to radiate their full depth to the line of the curve shown on the plan, and are to be carefully ranged in the line which will be staked out, they will be sunk in water varying from 18 to 24 feet in depth and raised to within one foot of the height of the surface water in the River.

The inner Cribs will be 15 feet in width and raised to within one foot of the surface water of the Canal.

The bottoms of the Cribs are to be conformed or adopted to the bed on which they are to rest when sunk, and any stones or other substance interfering with the sinking of the Cribs properly to their places, are to be removed by the Contractor at his own expense.

**Description of Timber that may be used in the work.** The Cribs may be formed of good sound straight timber, flattened and may be either of Pine, Cedar, Oak, Elm, Ash, Maple, or Hemlock, but whatever kind be used it must be of good quality free from shakes, unsound knots, and other imperfections.

The side timbers to have in all cases at least 12 inches flatted bed parallel and level and have their upper and lower surfaces hewn off, so that each timber shall rest uniformly throughout its entire length on the timber underneath.

The end timbers to have at least 11 inches flatted bed and so laid that the joints shall not exceed one inch.

The sides and ends to be connected at the corners with double bevelled dovetails to the height of one foot under high water. The side pieces of the 2nd or 3rd courses are to be 18 inches in width, placed so as to project inwardly, upon which the bottom timbers are to rest.

The Cross-ties are to be flatted Timber not less than 10 inches thick, and must have at least 10 inches flatted Bed, both on the upper and lower sides.

**Cribs how framed and sunk.** They are to be placed generally 10 feet apart, and so that the ties in each course shall be midway between the ties in the course above and below. The ends are to be shouldered  $1\frac{1}{2}$  inches on the top and bottom, and let  $3\frac{1}{2}$  inches into the side pieces above and below, so that the connection with the sides may be 7 inches in depth, and dovetailed so as to splay  $1\frac{1}{2}$  inches on each side, being 7 inches wide at the narrow part, and 10 inches at the outer end. Every course to be treenailed with 2 inch white Oak treenails of full diameter, and of

sufficient length to pass through two timbers, and at least 9 inches into the 3rd timber. These treenails are to be used in the intervals between the ties and through both ends of each tie shall be a treenail of two inches diameter, passing at least through two courses of timber, and the corners of every course shall be secured with  $1\frac{1}{2}$  inches white oak dowels.

After the Cribs have been sunk they shall be connected on the top at both front and rear, by means of a course of Pine or Oak Timber, squared, to stand 12 by 16 inches. The Timber composing this course shall be in lengths of from 40 to 60 feet.

The joints between the pieces to be scarfed as near as may be in the centre of the Cribs underneath, and are to be connected with cross-ties, dovetailed and secured as described for the Cribs.

Additional security to the Crib-work will be given if necessary by means of Iron rag Bolts driven through the connecting Timber into the Cribs underneath. The bolts will be of such dimensions and placed at such intervals apart as the Engineer may consider suitable to the exposed position of the work.

**Inner Crib-work.** The Cribwork on the inside will extend from the tail of the Lock downwards, a distance of about 180 feet, and will be framed, put together, and sunk in the manner described for those on the outer side, except that the inner Cribs will be only 15 feet in width, and their inner face must consist of Square timber.

**Superstructure on inner Crib-work.** The superstructure on the inside Crib-work to be carried up 5 feet above the surface water of the Canal. The face and rear to consist of Pine Timber, in lengths of from 40 to 60 feet; the Ties must also be of Pine, and are to be dovetailed, shouldered, and let into the side timbers above and below, and placed and secured similarly to those described for the Cribs.

Above the surface of the water the face timbers of the superstructure are to be fitted into an oblique Check cut in the masonry of the Lock for their reception, and the end of each course must be secured by a fox or key Bolt passing through the Timber, and at least 9 inches into the masonry.

The face of the superstructure to consist of square pine timber counterhewn so as to make close joints, and framed to a batter of one and a half inch to the foot. The whole of the face to be neatly hewn and trimmed down to the surface of the water.

**Ballast in crib and Pier work.** All the crib work is to be carefully and thoroughly filled with stones of such sizes (generally not exceeding one cubic foot) as can be packed in amongst the ties. The superstructure of the inner pier work is to be filled with stones in a similar manner.

**Connection of old and new Bank at Galops.** The inner, and a portion of the end slope wall immediately below the Lock, is to be taken down as low as the water will admit of, so that the old and new bank to be formed in rear of the inside crib-work may be properly united and every other precaution must be used to render the embankment and its connection with the Lock impervious to water.

**Snubbing Posts.** Snubbing Posts will be placed in the outer Pier work and embankment seventy-five feet apart for 1500 feet below the tail of the Galops Lock and at such other places in the embankment as the Engineer may direct. The snubbing posts to be of white oak, 14 inches diameter and 10 feet long, and to be placed so as to stand  $2\frac{1}{2}$  feet above the top bank.

**Wharf at Galops.** For 200 feet in length the outer crib-work below Galops Lock may be raised by means of a superstructure of square Pine Timber framed and put together as described for the inner superstructure for the purpose of forming a wharf should such be deemed advisable by the Commissioners of Public Works.

**Connection of old and new Bank, Point Iroquois.** Where the embankment connects with Point Iroquois Canal, the stones or boulders must be removed from the upper end of the bank for a width of at least 12 feet either in the centre or inside of the

embankment, and the upper head or slope wall must be taken down so that the banks may be properly united, and the outer side may be protected with the crib work should the Engineer consider that such is necessary.

Wherever crib-work is used on the work, it is to be framed, made, secured, sunk and filled with stones as hereinbefore described and any change or modification of the plan contemplated in specification shall only be made subject to the approval of the Commissioners of Public Works or their Engineer.

### Special Conditions.

**Excavation.** It is to be clearly and distinctly understood that all the *excavation* will be *measured* and *paid for* as *earth excavation*, and the term *earth excavation* is used and intended to embrace every class of material found within the prism of the Canal or borrowing pits (except solid rock) and the contractor must arrange and conduct his work so as to save and economize the material and must protect the Bank on the outer side with Rip Rap wall as before specified as soon as any portion of it is carried to its full slope and extent.

All the excavation in the thorough cuts down to the bottom of Canal, must be taken out during the summer of 1852, and the material must be used to extend the embankment, and when the water has been drawn or pumped off, and the excavation necessary to complete the prism of the Canal must be taken out and used to complete the unfinished portions of the bank as before described.

**Excavation per C. Y. to embrace, &c.** *The price per cubic yard for earth excavation* must cover all the cost of excavating, hauling or transporting and depositing the material so as to form embankment, and must embrace every description or class of material (except solid rock), also all grubbing, cleaning, mucking, removing stones or boulders, removing ice and snow, moving and maintaining fences, building and maintaining float bridges together, with all other expenses and contingencies whatsoever attending the construction of the embankment as before specified.

By rock excavation is understood any connected quarry, solid or stratified rock that may be found within the prism of the Canal in masses measuring two cubic yards or more.

**Pumping bulk sum.** *The bulk sum tendered for pumping* is to cover the cost of making, maintaining, and removal of all necessary coffer dams, together with the procuring the pumps and necessary machinery for effectually working them, and all the expense of pumping, bailing, and every contingency connected with unwatering the work during its progress, and up to the final completion of the whole work.

**Rip Rap Wall.** *The price per cubic yard for Rip Rap wall* is to cover the entire cost of excavating the stones from the prism of the Canal, transporting them from thence and laying them in the wall, and is also to cover the cost of furnishing, excavating, quarrying, transporting and laying in the wall the whole or such portions of the stone as may be procured elsewhere beyond the limits of the Canal.

**Slope Wall per C. Y. to cover cost, &c.** *The price per cubic yard for slope wall* to embrace all the expense of procuring, excavating, quarrying and transporting the material and building the wall.

**Timber for Cribs per Lineal foot.** *The price per lineal foot of timber* in the crib or pier work, connecting timbers and superstructure is to cover all the cost of furnishing and delivering the timber, making, framing, furnishing, and boring for and putting in treenails and dowels, securing and sinking the cribs, as described in the foregoing specification.

**Stone filling.** *The price per cubic yard for stone or ballast* to be put in the crib work or superstructure is to cover the cost of procuring and transporting the stones and placing them in the cribs.

The quantity of stone in the cribs and pier work will be measured by taking the cubic contents of each crib, and afterwards deducting the amount of timber.

Iron per lb. *The price per lb. for iron,* is to cover the cost of furnishing, forging, making, fitting and putting in the work, all such rag bolts, screw bolts, fox bolts, and such other iron work as may be required to finish and complete the works as hereinbefore specified.

The price for snubbing posts to embrace furnishing, delivering, making, and setting the posts.

The Contractor must procure at his own cost all the stone and timber required for the work, except such stones as may be obtained from the excavation.

The work to be commenced immediately after the tenders have been accepted, and a contract entered with the Commissioners of Public Works, and must be conducted with such energy and despatch as will ensure the full completion of the whole work on or before the first day of April, 1853.

No claim or demand for extra work, alleged to have been performed by the Contractor, in the construction of this Canal, shall be entertained by the Commissioners, unless written notice thereof be given, within one month from the time when such work was executed.

(Signed,)

JOHN CRAWFORD.  
JOSEPH MILNER.  
HAMILTON H. KILLALY.  
THOMAS A. BEGLY,  
Secretary Public Works.

Witnesses :

(Signed,) JOHN PAGE.  
JOHN IRVING.

Witnesses to the Signatures of Honorable Hamilton H. Killaly, and Thomas A. Begly, Esq., Secretary :

(Signed,) J. W. HARPER.  
J. GUY.

Known all men by these presents, that we, John Counter, of the Town of Kingston, County of Frontenac, and Province of Canada, gentleman, and John Frazer, of the Town of Kingston, County and Province aforesaid, merchant, are held and firmly bound unto our Sovereign Lady Victoria, Her heirs and successors, in the penal sum of Five thousand pounds, of lawful money of Canada, for which payment, well and truly to be made, we, and each of us, jointly and severally bind ourselves, our and each of our heirs, executors and administrators, firmly by these presents. Sealed with our seals and dated the thirty-first day of July, in the year of our Lord one thousand eight hundred and fifty-two.

Whereas by certain articles of agreement made and entered into on the tenth day of July, in the year of our Lord one thousand eight hundred and fifty-two, between John Crawford and Joseph Milner, both of the City of Kingston, Master Builders, and Contractors, of the first part, and Her Majesty Queen Victoria, represented therein by the Commissioners of Public Works, of the Province of Canada, of the second part, the said John Crawford and Joseph Milner, both of the City of Kingston, Master Builders and Contractors, did contract and agree to do and perform certain work, in the said articles of agreement mentioned, relating to the construction of a Canal between Galops and Point Iroquois in manner and according to the covenants and stipulations therein described.

Now the condition of this obligation is such, that if the said John Crawford and Joseph Milner, their executors or administrators, do and shall well, truly and

faithfully perform, observe, fulfil and keep all and singular the said several covenants, stipulations and agreements, to be by them performed, observed, fulfilled and kept, as in the said articles of agreement mentioned, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

In witness whereof, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

(Signed),

J. COUNTER,  
JOHN FRASER.

Signed, Sealed and Delivered,  
In presence of

(Signed,)

HENRY DOUGAN,  
JOHN PAGE,

*Articles of Agreement ;*

Entered into on the tenth day of July, in the year of our Lord, one thousand eight hundred and fifty-two, and made in duplicate between John Crawford and Joseph Milner, both of the City of Kingston, master builders and contractors of the first part, and Her Majesty Queen Victoria, represented herein by the Honorable John Young and the Honorable Hamilton Killaly, Commissioners of Public Works of the Province of Canada, of the second part : Witness, That the party of the first part hereby bind and oblige themselves, their heirs and assigns, to and in favor of Her said Majesty, Her Heirs and Successors, for and in consideration of the covenants, conditions and agreements hereinafter mentioned, to find all necessary tools, implements and materials whatsoever, and to construct, complete and finish, in every respect, to the satisfaction of the said Commissioners, all the works connected with the construction of a Canal along the banks of the River St. Lawrence, in the Townships of Edwardsburg and Matilda, counties of Grenville and Dundas, intended to connect the Galops and Point Iroquois Canals and designated in the specification hereunto, as the Junction Canal, in a good, substantial and workmanlike manner, according to the plans remaining of record in the Office of the Commissioners, and signed by the party of the first part and the Commissioners aforesaid, representing Her said Majesty as aforesaid ; The whole to be completed and finished in strict conformity with the specification hereunto attached, signed also by the party of the first part and by the Commissioners as aforesaid, and to be in every respect ready for use, on or before the first day of April, in the year one thousand eight hundred and fifty-three.

In consideration whereof Her Majesty Queen Victoria, represented by the said Commississioner as aforesaid, doth hereby promise and agree to pay to the party of the first part, or to the heirs, assigns, or legal representatives of the party of the first part, the rates and prices hereinafter mentioned, viz :

For Earth Excavation hauled and placed in the embankment on section number one, the sum of one shilling per cubic yard, and on section number two, the sum of one shilling and one penny per cubic yard.

For Rock Excavation, four shillings per cubic yard.

For Rip Rap Wall, made from stones taken from the excavations or elsewhere, two shillings per cubic yard.

For Slope Wall, inside of Canal made from stones taken from the excavation or elsewhere, four shillings per cubic yard.

For Timber in Pier or Cribwork, five pence and one half penny per lineal foot, measured in the work.

For stones in Pier or Cribwork procured from the excavation or elsewhere, two shillings per cubic yard.

For wrought Iron used in the Pier or Cribwork, four pence per pound.

For Snubbing Posts procured, prepared and placed, one pound each.

For Pumping, making, maintaining and removing coffer dams, baling and unwatering the work, the bulk sum of one thousand five hundred pounds, which aforesaid sums are all computed in currency, and payment thereof will be made by Her said Majesty according to the provisions of Statute 9 Victoria, Chapter 37, Section 35.

And the said party of the first part, and Her said Majesty, represented as aforesaid, do hereby declare, covenant, and agree that the said contract and undertaking shall be and is further made and entered into by them, the said party of the first part and Her said Majesty, represented as aforesaid, under the express agreements, stipulations, covenants, and conditions following, that is to say:—

*Firstly*,—That payment of the price hereinbefore mentioned, shall be made to the party of the first part monthly, within ten days after an estimate of the Engineer or Officer in charge shall have been received by the Commissioners, specifying the amount of work done during the month then ending; but that nevertheless, subject to the provisions contained in the sixteenth clause of this contract as hereinafter set forth, it shall be lawful for Her Majesty to withhold from the party of the first part and retain fifteen per cent. out of the amount of the estimates until the perfect completion of the work, and the acceptance of the same by the Commissioners, which fifteen per cent. so withheld and retained, shall be paid with the last instalment, within ten days after the Engineer or Officer in charge shall have delivered to the Commissioners his final estimate of the work performed, and the materials furnished, in virtue of these presents, with detailed measurements, weights, &c., and his certificate of the work having been fully completed and finished, if the Commissioners shall so soon have accepted and approved of the work; and that in forming his final estimate, the Engineer or other Officer shall not be bound or governed by the preceding monthly estimates, which shall be taken and considered merely as approximate. Provided always, and it is further agreed, that Her said Majesty, from time to time during the progress of the works, may pay to the party of the first part the whole or any portion of the fifteen per cent. so withheld and retained.

*Secondly*.—That if, by the report of the Engineer or Superintendent employed by the Commissioners in that behalf, it shall appear that the establishment and rate of progress at and in the said works, are not such as to insure the completion of the same within the time herein prescribed, or if the party of the first part shall persist in any course, violating the provisions of this contract, Her said Majesty shall have the power at Her discretion, by the Commissioners aforesaid, or their successors in office, without previous notice or protest, and without process or suit at law, either to take the work or any part thereof, out of the hands of the party of the first part, and to relet the same to any other Contractor or Contractors, without its being previously advertised, or to employ additional workmen, and provide materials, tools and other necessary things, at the expense of the party of the first part; and the party of the first part in either case shall be liable for all damages and extra costs and expenditure, which may be incurred by reason thereof; and shall, in either of such cases likewise forfeit all moneys then due, under the conditions and stipulations, or any or either of them herein contained.

*Thirdly*.—That in case of failure in the contract, the party of the first part shall thereby forfeit all right and claim to the said fifteen per cent. or any part thereof remaining unpaid, as well as to any moneys whatever due on this contract.

*Fourthly*.—That all materials for the said work shall be inspected and approved of, before being used, either by the Commissioners or such person as they



may appoint; and any material disapproved of shall not be used in the work, and if not removed by the party of the first part, when directed by the Commissioners, or their Engineer, or person in charge, then the rejected materials shall be removed by the Commissioners, their Engineer, or person in charge, to such place as they may deem proper, at the cost and charge, and at the risk of the party of the first part, but it is distinctly understood and agreed, that the inspection and approval of materials, shall not in any wise subject Her said Majesty, to pay for the said materials, or any portion thereof, unless employed or used in the said works, nor prevent the rejection afterwards, of any portion thereof, which may turn out to be unsound or unfit to be used in the work, nor shall such inspection be considered as any waiver of objection to the work on account of the unsoundness or imperfection of the material used.

*Fifthly.*—That it shall be in the power of Her said Majesty to make payments or advances on materials, implements, vessels or tools of any description procured for the works, or used, or intended to be used about the same, in such cases and upon such terms and conditions, as to the said Commissioners may seem proper; and that whenever any advance or payment shall be made to the party of the first part, upon any tools, implements or materials of any description, the tools, implements or materials upon which such advance or payment shall be made, shall thence forward be vested in and held as collateral security by Her Majesty, Her Heirs and Successors, for the due fulfilment by the party of the first part, of the present contract; it being however, well understood that all such tools, implements or materials of any kind, are to remain at the risk of the party of the first part, who shall be responsible for the same, until finally used and accepted as part of the work by the Commissioners; but the party of the first part shall not presume to exercise any act of ownership or control whatever over any tools, implements, or materials upon which any advance or payment shall have been so made, without the permission in writing of the Commissioners.

*Sixthly.*—That should any overseer, mechanic or workman employed on or about the work, give any just cause of complaint, the party of the first part shall immediately upon the application of the Commissioners, their Engineer or person in charge, dismiss such person or persons forthwith from the works, and he shall not be employed again thereon, without the consent of the Commissioners; and should the party of the first part continue to employ such overseer, mechanic or workman, the party of the first part shall forfeit to Her Majesty, Her Heirs and Successors, the sum of five pounds current money aforesaid, for each and every day during which such overseer, mechanic or workman shall be employed on the works after such application as aforesaid; and all sums so forfeited shall be deducted, from and out of the amount which the party of the first part may be entitled to receive from Her said Majesty, at the commencement of the month next ensuing such forfeit, or at a later period, as Her Majesty shall deem proper.

*Seventhly.*—That if any change or alteration, either in the position or details of any part of the work, shall be required by the said Commissioners, during the progress thereof, the party of the first part is hereby bound to make such alterations or change, and if such alterations or change shall entail extra expense on the said party of the first part, either in labour or materials, the same shall be allowed to the said party of the first part, or should it be a saving to the party of the first part, in either labour or materials, the same shall be deducted from the amount of this contract; in either case, the amount is to be determined by the estimate made by the Commissioners, their Engineer or Officer in charge. But no such change or alteration, whatever may be the extent or quality thereof, or at whatever time the same may be required to be made, pending the said contract, shall in any wise have the effect of suspending, superseding, annulling, or rescinding this contract, which shall continue to subsist, notwithstanding any such change or alteration; and every such change or alteration shall be performed

and made by the said party of the first part, under and subject to the conditions, stipulations, and covenants herein expressed, and as if such change or alteration had been expressed and specified in the terms of this contract; and should the said party of the first part be required by Her Majesty, represented as aforesaid, to do any work or furnish any materials for which there is not any price specified in this contract, the same shall be paid for at the estimated prices of the Engineer in charge of the works: but no change or alteration as aforesaid whatever, and no extra work whatever, shall be done without the written authority of the Engineer in charge, given prior to the execution of such work, nor will any allowance or payment whatever be made for the same, in case it should be done without such authority.

*Eighthly.*—That the said party of the first part shall be responsible in full, for all damages to land, or trespass of whatsoever nature, which may be done by the said party of the first part, or by the overseers, mechanics or workmen employed thereon, not within the limits of the land taken by Her said Majesty, for the location of the works embraced within this contract, either by the opening or obstruction of roads, in the procuring of materials of any description, or in any other proper pursuit of this contract; and the said party of the first part shall also be responsible for all pilfering from the plantations, gardens, fields, or premises adjacent to the work, originating either in his or their conduct, or that of the overseers, mechanics or workmen; and the amount of such damage or loss having been determined by appraisement, arbitration, or judicial proceeding, the same shall be deducted from any moneys due to the said party of the first part.

*Ninthly.*—That the party of the first part shall furnish suitable habitations or accommodation for the lodgment of mechanics, workmen and labourers employed upon the work, to be approved of by the Commissioners, their Engineer or person in charge.

*Tenthly.*—That all payments made by the said party of the first part to the mechanics, workmen and labourers employed shall be in cash, or in current bills of a chartered Bank of the province, and at intervals not greater than of one fortnight; and that there shall not be any agreement made between them for “truck pay,” or for payment in goods of any kind, under forfeiture of this contract; and if any complaints shall be made at any time during the progress of the said works, by the labourers, mechanics or workmen employed in any part of the works, that their wages have been withheld and are unpaid, it shall be lawful for Her said Majesty, upon the Commissioners aforesaid being satisfied as to the truth of such complaints, to pay and advance to the said labourers, mechanics or workmen, the amount of such wages out of the money then due, or to become due to the party of the first part, or to take such other measures as may by Her said Majesty, be deemed advisable for ensuring the regular payment of wages to the labourers, mechanics or workmen aforesaid.

*Eleventhly.*—That the party of the first part shall not in any way traffic in, or dispense, any description of spirituous or fermented liquors, upon or in the vicinity of the works under this contract, and shall discountenance the vending and dispensing of the same by others, by every means in the power of the party of the first part.

*Twelfthly.*—That the party of the first part shall not in any way dispose of, sublet, or relet any portion of the works embraced in this contract, except the procuring of materials.

*Thirteenthly.*—Should any difference of opinion arise as to the construction to be put upon any part of the specifications or plans the same shall be determined by the Commissioners alone, and such determination shall be final and conclusive, and binding upon the parties to this contract, and every of them.

*Fourteenthly.*—That any notice or other paper connected with these presents, which may be required or desired on behalf of Her Majesty, to be served on the

party of the first part, may be addressed to the party of the first part, at his or their domicile or usual place of business, or at the place where the work hereby contracted for is to be carried on, and left at the Post Office, Edwardsburg Canada West, and any paper so addressed and left at the Post Office, shall, to all intents and purposes, be considered legally served.

*Fifteenthly.*—That should the party of the first part not complete the work herein contracted for, at the period agreed upon as above mentioned, the said party of the first part shall be liable for, and shall cause to be paid to the party of the second part, all salaries or wages which shall become due to the person or persons superintending the work, on behalf of the said Commissioners, from the above named period for completion, until the same shall actually be completed and received.

*Sixteenthly.*—That whereas the price per cubic yard of the excavation as hereinbefore mentioned, is the average price of the whole, whether above or below the water, whethereasy or difficult to dig, whether of long or short haul, it is agreed between the parties of this contract that the payments for such excavation to be made upon the progress monthly, estimates for work done during each month, shall be at prices to be determined according to its comparative value whether easy or difficult in reference to the contract price for such excavation before mentioned, and which prices shall be assigned and apportioned by the Engineer of the Department, in such manner that when the whole work shall have been completed, the aggregate amount received by the said party of the first part, shall be the same as if the whole were calculated at the contract price hereinbefore mentioned.

*Seventeenthly.*—That in the event of any work being performed by the said party of the first part, extra of this contract, by directions of the Engineer in charge, the same shall be returned and paid for in the estimate to be made for the month, during which the said extra work shall have been performed, and no claim for any such extra work alleged to have been performed by the said party of the first part, shall be entertained by the said party of the second part, unless notice thereof shall be given in writing within one month after such work shall have been executed. It is further agreed by and between the said parties hereto, that inasmuch as the works to be completed under and by virtue of these articles of agreement are to be performed and executed in that part of this Province heretofore called the Province of Upper Canada, the said agreement and all and several the provisions thereof shall and will be construed, governed and regulated by the laws in force of the said part of the Province heretofore the Province of Upper Canada.

In witness whereof, the party of the first part, and the said Commissioners representing Her Majesty as aforesaid, have hereunto signed their names and set their seals, and the Secretary for the said Public Works hath also countersigned these presents.

(Signed,)

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JOHN CRAWFORD,

JOSEPH MILNER.

HAMILTON H. KILLALY,

THOMAS A. BEGLY.

Secretary Public Works.

Signed and sealed by the said John Crawford and Joseph Milner, the party of the first part, on the day and year first above written, in the presence of

(Signed,) JOHN PAGE,

“

JOHN IRVING.

Signed and sealed by the Honorable Hamilton H. Killaly, Commissioner of Public Works, and countersigned by Thomas A. Begly, Esquire, Secretary, in the City of Quebec, the 22nd day of September, 1852, in the presence of

(Signed,) J. W. HARPER,  
" J. GUY.

LACHINE CANAL OFFICE,

MONTREAL, 26th October, 1852.

SIR,—On the 9th of last August, I wrote to Messrs. Crawford & Milner, Contractors for the works on the *Junction Canal*, requesting them to proceed more expeditiously with the formation of the rip-rap wall outside the several embankments on their work, stating, as a reason for being so urgent with this portion of the work, that the material of which the banks were composed was being washed and carried away by the surf raised by high winds and the waves formed by passing steamboats, referring them, at the same time, to the clause in the specification which provides for the protection of the embankment by a rip-rap wall as soon as any portion of it shall be made to the full dimensions and proper slope.

At the same time, informing them that their rate of progress, especially on the lower section, was not sufficient to enable them to complete the work at the time mentioned in their Contract, stating, in the letter, the probable quantity done and the quantity remaining to be done, and the quantity that must necessarily be moved monthly, in order to enable them to complete the work according to agreement.

By way of answer to the foregoing letter, the Contractors, on the 7th Sept., handed me the enclosed document, which may be arranged as follows, viz. :—

1st. They acknowledge the statement contained in the letter alluded to, correct, remarking their attention has been for a long time directed to promote the objects in question, namely, the completion of the work.

2nd. By being able to proceed as pointed out, not only their own interest would be consulted, but also the views of the Department would be promoted.

3rd. They do not think it possible to close the embankment on the lower section in sufficient time to have the work bottomed before the opening of navigation next Spring.

4th. They are making every effort to further the work, and hope if they do not succeed, the time for completion will be extended.

5th. That they have experienced unforeseen difficulty from the extreme height of the River. By which their railway track was carried away on two occasions.

In reply, it may be said that the Contractors, for the first few months, made considerable exertions towards completing the work at the time agreed on, but that, latterly, their efforts seem to have relaxed, and their force applied more towards promoting their own interests than facilitating the operations on the most backward points of their work. This may, however, be attributed to the fact stated in the 3rd. clause, namely; their believing it impossible to close the lower bank at the proper time, and from the hope they seem to entertain on the 4th. clause of the term for *completion being extended*.

But, in justice to the Contractors, it is proper to state that their mode of conducting the excavation; generally, has, so far as the character of the work done is concerned, been satisfactory; and, at the time their letter was written,

no one acquainted with such works could for a moment have supposed it possible, within the prescribed time, to excavate from only one or two points and transport to such a distance so large a body of material as was required to complete the embankment on the lower section.

This fact, so apparent in the early part of September, is still more evident, now that the bank has been made about half the distance, (2,700 feet, with one-third must be transported, an average of fully 4,500 feet,) the depth of water requiring the greatest quantity at the greatest distance.

Hence, it will be evident to the Commissioners that there is no choice left but to *extend* the time of completion. In anticipation of such a result, care has been taken to keep the channel at both ends of the work clear, so that the navigation might not in any shape be impeded.

In connection with this, it may be stated that the pier work sunk, together with the embankment formed below the left Lock at Galops has considerably improved the river navigation, by forming an eddy at Noulan's Point, where formerly existed so strong a current as tug boats found it difficult to stem with even half their tow; but now they pass this point in lee of the bank with as little inconvenience as any other place on the river, and, if the statements be correct made by many professed observers of the rise and fall of the river, namely, that the water will continue high for one or two years more than will the navigation suffer less from the time of completing the Junction Canal being extended.

In reply to the *fifth* clause namely delay caused by the sudden rise of the River. It is an undeniable fact that on the 17th of May the water rose and flooded the Railway tract laid down by the former contractors Messrs. Bowie and Cassels, and that it was found necessary to take up and relay the track at nearly the full height of the embankment instead of following the plan contemplated in the specification regarding the formation of the Bank, which may be seen by referring to the portion of that document marked in the margin, Embankment in bottoming, which reads thus, at such places where there is material to be excavated from the bottom of the cut at present under water, the innerfaces of the embankment is in the first instance to be made 8 or 10 feet short of its full cross section, and its top raised only 2 feet above the surface of the water.

The material to be afterwards excavated from the bottom when the water has been drawn or pumped off is to be used so as to increase those portions of the bank to their full dimensions.

It would have been very desirable could this plan have been carried into effect. But the extreme high water entirely frustrated the design.

For in order that the contractors operations might not be impeded it was found necessary to make up bank to nearly its full height and to facilitate the transportation of the material for its extension to keep the bank nearly to the full width.

Thus the Department instead of being gainers were losers by the operation as the bottom material at such places must now be wasted.

Again on the 9th June when a strong westerly gale was blowing the river rose so as to undermine a portion of the Railway track laid down by the present contractors, but on both the 17th May and 9th June it was chiefly the bank that was destroyed; very little of the Railway track itself was carried away at either of these times; such being the case the contractors certainly suffered a loss in having to relay the track but it is questionable if to one half the amount stated in their letter unless they charge for loss of time. If so, upon the same principal they are liable to pay the loss that may be sustained for the non fulfillment of their contract. Another important point bearing on the matter in question is whether the department have any more influence upon the rise and fall of the river than the contractors themselves.

And whether by the contract the Department is liable to pay for any damage sustained to any class of erections made by the contractors for the purpose of carrying on their work.

In my opinion the loss complained of by the contractors occurred through an agency over which the Department has no control, and that the contract does not bind them to pay for a Railway track simply because the contractors found it to be their own interest to use such a mode of transporting the material to form the embankment. Under this view it appears evident the claim made by the contractors is untenable.

On referring to the latter part of the contractors letter it will be seen that the interpretation they put upon the specification is better calculated to promote their own interest than to draw out the real meaning and intent of that document.

As it appears they expect, 1st. to be paid for excavating all stone or boulders found within the prism of the canal at their contract prices for excavation, and afterwards be paid their contract price when the said stone or boulders are used to form rip-rap wall outside the embankment or for ballast to crib work.

By referring to the specification it will be seen: 1st. that no stone or boulders are to be placed inside of the Embankment, but they are to be picked out, saved, and used for protecting the outer slope.

2nd. That an uniform price is to be paid for all classes of material (except solid rock) and all the material down to bottom of canal is to be used to extend the embankment.

3rd. The price per cubic yard for rip rap wall is to cover the entire cost of excavating the stones from the prism of the canal, transporting them from thence and laying them in the wall, &c. &c.

From the above quotations it will be evident that the intention at the time the specifications were prepared was to pay only once for excavating the stones or boulders found within the cuttings. But from the extremely low prices at which the contractors tendered for rip rap wall and ballast for the crib work it is not improbable they might have understood it different, their statements made prior to commencing the work gives good reason to justify such a conclusion. But I would not recommend the commissioners to entertain the claim as a matter of right nor in fact at present to dispose of it finally in any shape. But rather to leave it an open question to be decided when it is better known how the contractors are likely to complete the work.

In conclusion I beg to remark that as the time will have to be extended, it might be well that it should be done so as to guard if possible against any thing in the shape of a claim being made by the contractors for the indulgence given, and also with the full concurrence of their sureties.

I have the honor to be, sir,  
Your obedient servant,

(Signed,) JOHN PAGE,  
Supert. Engr. St. L. Canals.

Thos. A. Begly, Esquire,  
Sect. Public Works.

CONTRACTORS OFFICE,  
JUNCTION CANAL, *September 7th, 1852.*

SIR,—In answer to your letter of the 9th August, we would beg to say that our attention has been for a long time directed to that section of our contract to which you refer—

We are aware of the advantage it would be to us were we able to close the embankment before the first of December, as the water could then be drained through the Matilda Canal, thereby saving us a vast expense in the way of pumping and draining.

We also considered that unless this could be done before the close of the navigation, it would not be possible for us to complete our contract within the time specified.

With these facts before us we spared no expense in order to accomplish an object so much desired by the Board of Works, and of such advantage to ourselves, but we regret to say that at present we have but a slight hope of accomplishing this before the winter is far advanced.

You are aware of the unforeseen difficulties with which we have had to contend, our rail track, part of which was laid before we got possession of the works and for which we paid a large sum to the former Contractors, was twice carried away by the sudden rise of the coursing as a delay of several weeks besides a loss of two hundred pounds for which we hope the Board of Works will make us some allowance.

In the course of a few weeks we hope to be able to bring the embankment on the upper section of the work, so near a close as to be able to dispense with the most of the men at present employed there, which we could employ on the section which you mention, but it would not be possible to work such a number of men to any advantage where there is but one point in which to work, and from which there is such a large quantity of material to be removed.

In the mean time we are adopting every means in our power to forward this portion of the work, with as much dispatch as possible, and if we do not succeed we hope the Board of Works being aware of the difficulties with which we had to contend, will extend the time.

Before concluding, we beg to direct your attention again to the deduction you make in our estimate of the stone excavated from the bed of the Canal, this is a deduction of which we had not the most distant idea, and we must say it has discouraged us very much, and we most decidedly protest against it as our contract price scarcely amounts to the price the Board of Works pays the Farmers in this neighbourhood for loose stone and boulders, picked up on the shore of the River, and in the fields, and we therefore request you will bring it under the notice of the Board at as early a day as possible.

We concluded on reading the specification that the excavation was to include every thing but solid work, there being no mention made of any deduction for boulders and loose stone, and we put in our tender accordingly, and we hope the Board will give the matter a favorable consideration as soon as possible.

We remain Sir,  
Yours respectfully,

(Signed,) CRAWFORD & MILNER,  
P. J. M.

To John Page, Esquire,  
Engineer, Junction Canal.

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LACHINE CANAL OFFICE,  
Montreal, 27th Oct., 1852.

SIR,—Enclosed I beg to forward a letter from Messrs. Crawford and Milner contractors for the Junction Canal, stating that they have procured a steam dredge

for the purpose of bottoming certain portions of the new canal. I see no objections to the mode proposed by the contractors of deepening the work by a dredge, as at those places that can be dredged a portion of the material is of a nature unfit for embankment, and even where good would under present circumstances have to be wasted.

With regard to the slide that occurred in the bank above Frazer's Point, alluded to by the contractors, it is only necessary to say that all the material has and will be measured and paid for as earth excavation. At certain places in the same bank I directed trenches to be cut and afterwards puddled up, in order to prevent the water leaking through, or otherwise injuring the bank. An accurate account of this work has also been kept in order to pay the contractor. No other delay in any shape has occurred except from the state of the weather.

I am, Sir,  
Your obedient servant,

(Signed,) JOHN PAGE,  
Sup. Engineer.

Thomas A. Begly, Esquire,  
Secretary Public Works.

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CONTRACTOR'S OFFICE JUNCTION CANAL,

EDWARDSBURG, 21st October, 1852.

SIR,—We beg to acquaint you that we have procured a steam-dredge for the purpose of bottoming certain portions of the canal where practicable.

We have been led to conclude that this will be the most expeditious as well as safest mode of bottoming that part of our work between Glassford's and Knowlan's points, as the bottom has been found so soft under the seat of the embankment that it would not be safe to have the water pumped out at present as the bank had but little time to settle.

We also beg to call your attention to that portion of the embankment between Fraser's and Glassford's points, which we pumped out, and which would have been bottomed long since had the embankment not settled in several times and filled up the bed of the canal as soon as finished, and it still continues to slide in almost as fast as we can take it out. This has caused us very great delay and an additional expense for which we hope the Board of Works will remunerate us.

We hope you will please give the matter your earliest attention and much oblige

Your obedient servants,

(Signed,) CRAWFORD and MILNER.

To John Page, Esq., Engineer.

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PUBLIC WORKS,

QUEBEC, 3rd Nov., 1852.

SIR,—I am directed to acknowledge the receipt of your letter of the 26th ultimo, reporting certain circumstances connected with the contract of Messrs. Crawford and Milner, at the Junction Canal, and to inform you that the Commissioners concur in your views upon the several points referred to, and request that you will act accordingly.

(Signed) T. A. BEGLY,  
Secretary.

John Page, Esquire, Montreal.



PUBLIC WORKS,  
 QUEBEC, 14th March, 1853.

SIR,—With reference to your letter of the 3rd instant, upon the subject of an extension of time to the Contractors at the Junction Canal, I am directed to refer you to Mr. A. McDonald, who will take such legal steps in the matter as may be necessary, the Commissioners suppose that an endorsation to the effect upon the old contract, will answer the purpose, and it is sent to you herewith.

(Signed) T. A. BEGLY,  
 Secretary.

John Page, Esquire,  
 Quebec.

Know all men by these presents that we, John Counter of the City of Kingston, in the County of Frontenac, and Province of Canada, Esquire, and John Fraser, of the City of Kingston, County and Province aforesaid, Merchant, are held and firmly bound unto Our Sovereign Lady Victoria, Her Heirs and Successors, in the penal sum of Two thousand pounds of lawful money of Canada, for which payment, well and truly to be made, we and each of us jointly and severally bind ourselves, our and each of our heirs, Executors and Administrators firmly by these presents, Scaled with our Seals, and dated the twenty-eighth day of May, in the year of our Lord, one thousand eight hundred and fifty-three.

Whereas, by certain articles of agreement made and entered into on the twenty-eighth day of May, in the year of our Lord, one thousand eight hundred fifty-three, between John Crawford and Joseph Milner, both of the City of Kingston, aforesaid, Master Builders and Contractors, of the first part, and Her Majesty, Queen Victoria, represented therein by the Commissioners of Public Works of the Province of Canada, of the second part. The said John Crawford and Joseph Milner did Contract and agree to do and perform certain work in the said articles of agreement mentioned relating to the construction of a Canal between the Galops and Point Iroquois Canal, designated as the Junction Canal, in manner and according to the stipulations and covenants therein described.

Now the condition of this obligation is such, that if the said John Crawford, and Joseph Milner, their executors, administrators, do and shall well and truly and faithfully perform, observe, fulfil and keep all and singular the said several covenants, stipulations and agreements to be by them performed, observed, fulfilled and kept as in the said articles of agreement mentioned, then this obligation to be null and void, otherwise to be and remain in full force and virtue.

In witness whereof, the said John Counter and John Fraser have hereunto set their hands and seals, the day and year first above written.

(Signed,) JOHN COUNTER,  
 “ JOHN FRASER,

Signed, sealed and delivered in presence of

A. MACDONELL.

(Signed,) R. KINT,  
 “ FRANCIS FRASER,  
 witness to the signature of

JOHN FRASER.

*Articles of Agreement;*

Entered into the twenty-eighth day of May in the year of our Lord one thousand eight hundred and fifty-three and made in duplicate between John Crawford and Joseph Milner, both of the City of Kingston, Master Builders and Contractors of the 1st part, and Her Majesty Queen Victoria represented herein by the Honorable Jean Chabot and the Honorable Hamilton H. Killally, Commissioners of Public Works of the Province of Canada of the second part, Whereas by Articles of agreement heretofore made and bearing date the tenth day of July in the year of our Lord one thousand eight hundred and fifty two, between the said John Crawford and Joseph Milner of the first part, and Her said Majesty the Queen of the second part, the said party of the first part did thereby bind and oblige themselves, their heirs and assigns to and in favor of Her said Majesty, Her Heirs and Successors, for and in consideration of the covenants, conditions and agreements therein after mentioned to find all necessary tools and implements and materials whatever, and to construct, complete and finish in every respect to the satisfaction of the Commissioners of Public Works all the works connected with the construction of a Canal along the Banks of the River Saint Lawrence in the Townships of Edwardsburg and Matilda, in the Counties of Grenville and Dundas, intended to connect the Galops and Point Iroquois Canals and designated in the specification to the said articles of agreement annexed as the Junction Canal, in a good, substantial, and workman-like manner, according to the plans remaining of record in the Office of the Commissioners and signed by the party of the first part, and the Commissioners aforesaid, representing Her said Majesty as aforesaid. The whole to be complete and finished in strict conformity with the specification to said articles of agreement attached, signed also by the said party of the first part, and the said Commissioners, and to be in every respect ready for use on or before the first day of April in the year one thousand eight hundred and fifty-three.

In consideration whereof Her Majesty Queen Victoria, represented by the said Commissioners, did thereby promise and agree to pay to the party of the first part or to the heirs, assigns, or legal representatives of the party of the first part, the rates and prices hereinafter mentioned, viz. :

For earth excavation, hauled and placed in the embankment on Section No. 1, one shilling per cubic yard, and on Section No. 2, the sum of one shilling and one penny per cubic yard.

For rip rap wall made from stones taken from excavation or elsewhere, two shillings per cubic yard.

For stones in pier or crib work, procured from the excavation or elsewhere, two shillings per cubic yard.

For wrought iron used in the pier or crib work, four pence per pound.

For snubbing posts procured, prepared, and placed, one pound each. To pumping, watering, maintaining, and removing coffer dams, baling and unwatering the work, the bulk sum of one thousand five hundred pounds, which said sums were all completed in Currency, and payment to be made by Her Majesty according to the provisions of Statute 9 Victoria, Chapter 37, Section 35.

And the said party of the first part, and Her Majesty represented as aforesaid, did thereby declare, covenant and agree, that the said contract and undertaking should be and was made and entered into by them, the said party of the first part, and Her said Majesty represented as aforesaid, under express agreement, stipulations, covenants, and conditions therein set forth, reference being had to the said agreement, the same will more fully and at large appear.

And whereas the time for completion of the said work has expired and a large portion of the said work remains unfinished and uncompleted, and the said party of the first part has prayed an extension of the time for the completion thereof, and Her said Majesty represented as aforesaid has consented thereto.

Now these articles of agreement witness that the said party of the first part hereby bind and oblige themselves, their heirs and assigns, to and in favor of Her said Majesty, Her Heirs and Successors for and in consideration of the covenants, conditions and agreements hereinafter mentioned, to find all necessary tools, implements and material whatever, and to construct, complete and finish in every respect, to the satisfaction of the said Commissioners all the works connected with the construction of a Canal along the Banks of the River Saint Lawrence, in the Township of Edwardsburgh and Matilda, in the Counties of Dundas and Grenville, intended to connect the Galops with the Point Iroquois Canals, and designated in the specification hereto and to the above mentioned articles of agreement annexed, as the Junction Canal, in a good substantial and workmanlike manner according to the plans remaining of record in the office of the Commissioners, and signed by the party of the first part and the Commissioners aforesaid, representing Her Majesty as aforesaid.

The whole to be completed and finished in strict conformity with the specification hereto said above mentioned articles of agreement attached, signed also by the said party of the first part, and the said Commissioners—and to be in every respect ready for use on or before the first day of April, in the year one thousand eight hundred and fifty-four.

In consideration whereof, Her said Majesty Queen Victoria, represented by the Commissioners as aforesaid, doth hereby promise and agree to pay to the parties of the first part or to their Heirs, assigns or legal Representatives of the said party of the first part, the rates and prices above and in the above mentioned articles of agreement hereto annexed mentioned in manner and according to the provisions aforesaid. And the said party of the first part, and Her Majesty represented as aforesaid, do hereby declare, covenant and agree, that this contract and undertaking shall lie and is further made and entered into by them the said party of the first part, and Her said Majesty represented as aforesaid, under the express agreement, stipulations, covenants and agreements, and conditions in the said referred to articles of agreement hereto annexed will more fully and at large appear, and that all rights, reservations, and conditions contained in the said articles of agreement for protection or on behalf of Her said Majesty represented as aforesaid, reserved by this agreement, and that any sum or sums of money heretofore paid to the said party of the first part by Her Majesty represented as aforesaid, for pumping, making, maintaining and removing Coffer Dams, bailing and unwatering said work under the above referred to articles of agreement, shall be deducted from the sum to be paid for such work, under this agreement, and that all work done by said party of the first part on the said Canal, since the expiration of the above referred agreement, shall be subject to the conditions and specifications hereof.

In witness whereof, the said party of the first part, and the said Commissioners representing Her Majesty as aforesaid, have hereunto set their hands and Seals, and the Secretary of the Public Works hath also countersigned these presents.

(Signed,) JOHN CRAWFORD,  
JOSEPH MILNER.

Signed and sealed by said party of the first part, the day and year first above written, in presence of

(Signed,) R. KINT,  
A. MACDONELL,

(Signed,)

J. CHABOT,  
 Chief Commissioner Public Works.  
 HAMILTON H. KILLALLY,  
 Asst. Commissioner Public Works.  
 THOMAS A. BEGLY,  
 Secretary Public Works.

Signed and Sealed by the Commissioners  
 of Public Work and countersigned  
 by Thomas A. Begly, Esquire,  
 Secretary in the City of Quebec,  
 the 23rd day of July 1853, in  
 presence of

JAS. W. HARPER,  
 J. GUY.

EDWARDSBURG, 10th June 1853.

PROVINCE OF CANADA.

To the Honorable the Commissioners of Public Works.

The Memorial of the undersigned,

HUMBLY SHEWETH.

That your memorialists have made every preparation in their power to enable them to prosecute the work for which they are contractors, through in the course of this summer as near completion as practicable, and to enable them to do so, they beg to solicit a more liberal advance than has been given from time to time in the monthly estimates.

Your memorialists would beg to refer your honorable body to the last estimate which will shew that the complement of earth excavation required in the approximate estimate of quantities given by the Engineers for section number one we have now completed, including that done by Messrs. Bowie and Cassels, and yet on the whole the estimate has not allowed us on an average more than  $8\frac{1}{2}$  or 9d. per yard, although three fourths of the bottoming is done on this section.

Your memorialists represent, that in the estimate of September, the first made after Mr. Page left here, was an omission of more than ten thousand yards on section number two which may be seen by reference to that estimate, but which has never been rectified or explained.

The last estimate will also shew that the quantity of stone delivered in the Cribs does not much exceed six thousand yards, although the cribs are now all filled and sunk with the exception of one, which cannot be sunk till the close of the Canal, but which is all framed and ready; deducting three hundred yards for the filling of this Crib, there will still remain deficiency which has not been returned of from six to eight thousand yards, full fifty per cent for which we have not been allowed.

We have also excavated three thousand yards of catch drain for which we have only been allowed as seen in estimate fifteen hundred yards at six pence per yard, not twenty five per cent of our contract price, and it will be seen that in every case, the draw back has been retained out of this sum. These and many other things too tedious to detail, but which can be better explained on the works, has induced your memorialists to pray that the superintending Engineer be directed to take a more accurate survey of the works now done, that he may make such advances over and above the prices already paid, as he will think most expedient.

Your memorialists would once more respectfully call the attention of the honorable Commissioners to the reduction made for stone excavated from the prism of the Canal. The principle employed in measuring the earth where a large quantity of large boulders are embedded, if carried out, would in some sections of the work preclude us from obtaining for the excession of labour incurred for the blasting and removal of the boulders, which is quite as expensive as if it were solid rock.

Your memorialists would suppose that, in one or two of your sections, three-fourths of the whole contents thereof is composed of very large boulders, but which on account of size will not entitle your memorialists to the price allowed for solid rock. But before they can be placed in the cribs or rip rap wall they must be blasted, and for which it is proposed according to this principle to pay us nothing more than the price allowed for stone in cribs or rip rap walls, and this precluding us from obtaining little or nothing from the said excavation of earth.

The peculiarity of the work to be performed and the hazards connected therewith necessarily compelled us to expend a large amount of money which is and must continue unproductive to us until the completion of the work.

Your memorialists entertain the hope that in deliberating on these matters, the serious increase in the price of labour will occupy the Commissioners attention and affect their decisions.

A variety of unforeseen difficulties has crossed the path of your memorialists requiring an outlay of money in the prosecution of this work of no small magnitude. Nevertheless your memorialists have persevered, and in making this representation they desire to impress on the Honorable Commissioners the actual necessity which exists for an enlarged measure of liberality, satisfied that minute survey and report based thereon will warrant your memorialists expectation, and your memorialists as in duty bound will ever pray.

(Signed,)

CRAWFORD and MILNER.

LACHINE CANAL OFFICE,

MONTREAL, 11th July, 1853.

SIR,—I beg to transmit herewith for the approval and signature of the Commissioners, the new agreement entered into with Messieurs Crawford and Milner, extending the time for the completion of the Junction Canal to April, 1854.

I have seldom seen so many fair promises produce so little reality as in the case of the Contractors on this work, it must however be said that the present Contractors progressed tolerably well during the first few months of their operations, as may be seen on reference to the Estimate.

For while immediately on the spot, I took care to advise and urge on not only the class of work, but what I considered the best mode of arrangement, as the acting Contractor stated his inexperience in such matters, and when in a measure dependent on his own resources, the result has been such as the Estimate show.—Being about to visit the works, prior to Mr. McDonald leaving, I will on my return to Montreal report fully on the past, present state, and future prospects of completion of the Junction Canal.

I am Sir,  
Your obedient Servant,

(Signed,)

JOHN PAGE,

Supert. Engineer.

Thomas A. Begly, Esquire,  
Secretary, Public Works.

PUBLIC WORKS, QUEBEC,

22nd July, 1853.

GENTLEMEN,—With reference to your letter of the 10th instant, applying for an increase to the advances on your Contract for the Junction Canal, I am directed to inform you that your application cannot be entertained.

(Signed,) T. A. BEGLY,  
Secretary.

Messrs. Crawford & Milner,  
Contractors, Edwardsburg.

This Indenture made the Third day of August, in the year of Our Lord one thousand eight hundred and fifty-three, between Joseph Milner, of the City of Kingston, Contractor, and John Crawford, of the same place, Contractor: Whereas, a Copartnership has heretofore existed between the said John Crawford and the said Joseph Milner, under the style and name of Crawford and Milner, as Contractors for the construction and completion of the Junction Canal on the River St. Lawrence, and whereas the said parties have agreed to dissolve the said Partnership by mutual consent. Now this Indenture witnesseth that the said Copartnership is hereby and from and after this date dissolved, and this indenture further witnesseth that the said Joseph Milner in consideration of the sum of Five pounds of lawful money of Canada to him in hand paid by the said John Crawford, the receipt whereof is hereby acknowledged, has sold, assigned, transferred, and set over and by these presents, does sell, assign, transfer, and set over unto the said John Crawford his half part of all the utensils, implements, goods, property and effects whatever used in the carrying on said work, belonging to the said Copartnership, and also all the accounts, notes, Bills, claims, and demands, owing to the said firm. To have and to hold, the same unto the said John Crawford and his assigns for ever, and the said Joseph Milner doth hereby make, ordain, constitute and appoint the said John Crawford his true and lawful Attorney irrevocable in the name of the said firm or otherwise, but at the risk and expense of the said John Crawford, to ask, demand, sue for, receive, collect and receive any and all debts, claims and demands due or to become due and owing to the said firm, and to prosecute suits for the recovery of the same, and generally to do every act thereby requisite and necessary to be done in the premises, hereby ratifying and confirming any and every thing which the said John Crawford may lawfully do in the premises. And the said John Crawford doth for himself, his executors, administrators and assigns hereby covenant with the said Joseph Milner, that he will well and truly perform, satisfy and discharge all the liabilities and engagements of the said partnership hereby dissolved, that he or they will pay all debts whether of Bill, Bond, promissory notes or otherwise due, and owing by the said partnership, and that he or they will save and keep harmless indemnified the said Joseph Milner, his heirs, executors and administrators from all actions, suits, damages, losses, cost and charges whatsoever in any way relating to the contract with the Board of Works for the work on the said Canal, or relating in any manner to the business of the partnership. In witness whereof, the said parties hereto have hereunto set their hands and Seals, the day and year first above written.

(Signed,) JOSEPH MILNER, [L. s.]

(Signed,) JOHN CRAWFORD. [L. s.]

Signed, sealed and delivered in presence of

(5) A. Lacourse.

This Indenture made this nineteenth day of December, in the year of our Lord one thousand eight hundred and fifty-four, between John Crawford, of the City of Kingston, builder, and Joseph Milner, of the same place, builder, of the first part, John Counter, of the same place, Esquire, and John Fraser, of the same place, merchant, of the second part, and our Sovereign Lady Victoria, by the grace of God, of the United Kingdom of Great Britain and Ireland, Queen Defender of the Faith, &c., represented in this matter by the Honorable Jean Chabot, and the Honorable Hamilton Hartley Killaly, Commissioners of Public Works, according to the Statute in such case made and provided, of the third part.

Witnesseth, that whereas the said parties of the first part, by certain articles of agreement made between them and our said Lady the Queen, dated on the tenth day of July, in the year one thousand eight hundred and fifty-two, did covenant with our said Lady the Queen, to construct and finish all the works connected with a canal along the banks of the River St. Lawrence, called the Junction Canal, according to the terms, and at the time mentioned in the said agreement, and whereas by a second agreement, attached to the first made between the same parties, it was agreed that the time for the completion of the said works should be extended to the first day of April, in the year one thousand eight hundred and fifty-four, at which latter time the said works were to be completely finished, and whereas, the said John Counter and John Fraser, by two bonds also attached to the said agreements, became bound unto our said Lady the Queen in the penalty of Five thousand pounds, with a condition written under each of the said bonds that the said John Crawford and Joseph Milner, should faithfully perform and fulfil all things contained in the said agreements, on their part to be performed, and whereas, afterwards, by a certain indenture or agreement made between the said Joseph Milner and the said John Counter, which indenture is mislaid and cannot be found; the said Joseph Milner assigned to the said John Counter all his interest in the said agreement for the construction of the said canal, and in the several works specified therein, by means of which assignment the said John Counter occupies the position of the said Joseph Milner with regard to the said contract and works; and whereas, by an agreement made between the said Joseph Milner and the said John Crawford, annexed to these presents, the partnership existing between them in the said works was dissolved, and the said Crawford was thereby constituted the Attorney of the said Joseph Milner for the purpose of collecting debts, and generally to do everything necessary to be done for the purpose of closing the said partnership affairs; and whereas, the said Joseph Milner has left this Province and cannot now be found or procured to execute his indenture; and whereas, it is agreed between the said parties to these presents, that the said works which are not yet complete, should be yielded up to her said Majesty in their present unfinished state, and taken off the hands of the said Contractors, and that the said Contractors should relinquish all claim which they may have to the completion thereof, and that mutual releases should be executed.

Now therefore this indenture witnesseth that the said John Crawford and Joseph Milner with the concurrence and assent of the said John Counter and John Fraser, their said sureties, testified by their joining in this indenture, have yielded up and relinquished unto Her said Majesty the Queen the said works specified in the said agreements and all benefit and advantage to be derived from the completion thereof, and also the said agreements of the construction of the same, and the said John Counter in consideration of the promises doth hereby yield up and relinquish unto Her said Majesty, Her Heirs, and successors all the right and interest which he the said John Counter as assignee of the said Joseph Milner or otherwise whosoever, now, has or can have in the said works and contract. And this indenture further witnesseth that the said John Crawford, Joseph Milner, and John Counter in consideration of the premises have and hereby do jointly and severally release, acquit and discharge, our said Lady the Queen, Her

Heirs and successors of and from the said two articles of agreement and all the covenants and provisos, matters and things therein contained, and all claims and demands in any way connected with the said works or the said articles of agreement or any of them. And the said John Crawford, Joseph Milner, and John Counter do hereby for themselves and their respective heirs, executors and administrators covenant and agree with our said Lady the Queen, Her Heirs and successors, that neither of them their executors, administrators nor assigns nor any person in the name or authority of them or any of them shall at any time to come, make any claim or demand upon Her said Majesty, Her Heirs or successors, or upon the Government of this Province or the Department of Public Works, or the said Commissioners of Public Works or any person employed by them or either of them in respect of or concerning the said Junction Canal or the works thereof or any part of the same, or shall in any manner trouble, molest, hinder, or interrupt Her said Majesty, Her Heirs or successors, or the said Commissioners, or any person employed by them, or any person or persons who may hereafter become contractors for the same in the continuance and completion of the said Junction Canal Works or any part thereof. And this indenture further witnesseth that our said Lady the Queen in consideration of the premises hath agreed with the said other parties to these presents, to take and accept the said unfinished work off the hands of the said parties, and doth hereby release, acquit and discharge the said John Crawford, Joseph Milner, and John Counter of and from the said two articles of agreement and all the covenants and agreements matters and things therein contained and doth hereby release, acquit and discharge the said John Counter and John Fraser and their heirs, executors and administrators of and from the said two Bonds and the payment of the moneys therein mentioned.

In Witness whereof the said parties of the first and second parts have hereunto set their hands and seals, the said Joseph Milner by his Attorney John Crawford on the day and year first above written, and the said Commissioners of Public Works for and on behalf of Her Majesty the Queen hereunto set their hands and seals on the day of

JOHN CRAWFORD,  
JOSEPH MILNER,  
(By his Attorney,  
JOHN CRAWFORD,  
J. COUNTER.  
JOHN FRASER,

Chief Commissioner Public Works.  
Assist. Commissioner Public Works.

Signed, sealed and delivered by the said John Crawford for himself and Joseph Milner, John Counter and John Frazer in the presence of.

(Signed,) J. J. BURROWES,  
" THOS. KIRKPATRICK,

KINGSTON, 26th Sept., 1853.

SIR,—As one of the Contractors for the completion of the Junction Canal on the River St. Lawrence, I have the honor to draw your attention to the following circumstances attendant upon the present position of the account between your department and the contractor.



A large amount of the work has been already completed and the remainder is progressing with as much rapidity as the nature of the work will admit.

The payment made to the Contractors leave a large drawback in the hands of your department, this fact coupled with the great expenditure made by us in procuring plant, &c., the unexpected increase in the price of labour and other unforeseen circumstances, has placed us in a position with respect to our pecuniary affairs from which we rely on the generosity of the Government to relieve us, I have therefore to request that you will be good enough to order an advance of five thousand pounds to be made to the Contractors on account of the plant and drawback, and I have further to state that this application is made with the consent and approbation of our securities who are willing to give any further guarantee which may be required for the completion of the work.

I am, Sir,  
Your obedient servant,

(Signed) JOHN CRAWFORD,

The Hon. Jean Chabot,  
Chief Commissioner of Public Works,  
Quebec.

I assent to the above,

(Signed) J. COUNTER.

PUBLIC WORKS,  
QUEBEC, 7th Oct., 1853.

SIR,—I refer to you herewith a letter from J. Crawford, applying for an advance of £5000 upon his contract at the Junction Canal, and I have to request your opinion as to whether the work is in such a state as to admit of making such an advance, especially taking into account the extra difficulty of what remains to be done, and that the moneys in hand are, after all, the only security for the fulfilment of the contract.

(Signed) T. A. BEGLY,  
Secretary.

John Page, Esquire,  
Matilda.

MY DEAR SIR,—In your absence from Quebec I was there to see you, I told my errand to Mr. Hincks who regretted you was not there, and gave me a line to Mr. Chabot, who on explanation stated, he saw no reason if the sureties were good why the advance asked for might not be made upon the Plant and Drawback. On that promise I returned, and made a promise to the Commercial Bank, and to facilitate the matter, I advised Mr. Crawford, Contractor, to go down to Quebec and see you.

Mr. Crawford has returned saying that you suggested the sureties should make the advances the work required until completed. Now I can assure you, that have already advanced and become responsible for over Ten Thousand Pounds on account of the Junction Canal. My Colleague Mr. Frazer and myself sureties are responsible persons you know. But we are both of us carrying on a very large business and require all our money, I believe it has been usual to make advances

on Plant Mr. Crawford's Plant cost about £5,000, and you have a drawback of some Two thousand pounds more. I therefore shall feel myself under obligation to you by sanctioning the application for an advance, so much as you think just and right, and which would tend to serve the public service.

Should a personal Bond be required for the repayment of any deficiency, I will grant it, waiting your favorable reply.

I remain my dear Sir,  
Yours sincerely,

(Signed,) J. COUNTER,

Hon. H. H. Killaly,  
Public Works Department, Quebec.

QUEBEC, *February 18, 1854.*

SIR,—At the request and on behalf of Messieurs Crawford and Milner, I have come from Kingston to this City to endeavour to prevail upon you the Honorable the Commissioners of Public Works, to grant to them the favor of an advance of a portion of the drawback, retained on their contract, to such an extent as may seem to the Hon. Commissioners advisable. At the same time I beg to enclose the power of Attorney by which I am authorized to act in the matter. You will greatly oblige by bringing this application under notice at the earliest convenience.

I am Sir,  
Your obedient Servant,

(Signed,) CHARLES W. JENKINS,  
Attorney for Crawford and Milner.

T. A. Begly, Esquire,  
Secretary Public Works, Quebec.

Know all men by these presents that I, John Crawford of the City of Kingston, Esquire, acting for and on behalf of the firm of Crawford and Milner contractors for the construction of the Junction Canal on the river St. Lawrence, have made, ordained, authorized, constituted and appointed, and by these presents do make, ordain, authorize, constitute and appoint Charles W. Jenkins of the said City of Kingston, Esquire, my true and lawful Attorney for me, and also for and on behalf of the said firm of Crawford and Milner to ask, demand, and received of and from the proper office of the Board of Works or other offices of Her Majesty's Government the sum of two thousand pounds of lawful money of Canada, being a part or portion of the drawback or moneys remaining on hands on account of the contract for the construction of the Canal aforesaid, and all necessary receipts or discharges for the same, for me, and in my name, and also for and in the name of the said firm of Crawford and Milner to execute and deliver, hereby allowing all and whatsoever my said Attorney shall do for me or the said firm in and about the premises.

In witness whereof I have hereto set my hand and seal on account and on behalf of the said firm at Kingston this fifteenth day of February one thousand eight hundred and fifty four.

Signed, sealed and delivered in the  
presence of

(Signed,)  
“ per

CRAWFORD and MILNER,  
JOHN CRAWFORD.

Stafford and Kirthpatrick.

KINGSTON, 3rd March 1854.

*To the Honorable the Commissioners of Public Works, Quebec.*

GENTLEMEN,—We are under the necessity of applying to your honorable body for a further extension of time for the completion of the Junction Canal for which we are under contract, and we have no doubt our application will be granted when you take into consideration the many unforeseen difficulties with which we have to contend from the commencement. The extraordinary rise of water in 1853. The enhanced price of labour, the scarcity of men, the nature of material having turned out so different from what was anticipated, and a variety of other causes which Mr. Page is cognizant of, contribute to prevent us from finishing the work at the time specified. We therefore entertain the hope a further enlargement of time to finish the work will be granted us. We are now about to secure two dredges, which we expect to have early on the work, and with their aid and additional force of men expect to finish the work with as much despatch as the nature of the work will admit of.

We are Gentleman,  
Your obedient servant,

(Signed,) CRAWFORD and MILNER,  
per JOHN CRAWFORD,

PUBLIC WORKS,  
*Quebec, March 18th, 1854.*

SIR,—In reference to the enclosed application of Messrs. Crawford and Milner for a further extension of the time for completing the works of the Junction Canal.

I beg to submit a short statement showing the manner in which the works have progressed since they were first placed under Contract, from which it is presumed the Commissioners will be able to form a tolerable correct idea of what may in future be expected of the Contractors should their request be granted.

By referring to former as also the accompanying estimate (sent in by Mr. Baillargé) it will be seen the probable cost of the works when completed will be as follow, viz:

|                                                                     |         |    |    |
|---------------------------------------------------------------------|---------|----|----|
| Earth excavation 359.259 cubic yards.....                           | £18,797 | 16 | 0  |
| Pier work, pumping, rip rap wall, &c., &c.....                      | 11,276  | 2  | 0  |
| Total exclusive of land damages.....                                | £30,073 | 18 | 0  |
| Out of the above has been paid up to the 1st February,<br>1854..... | £15,015 | 7  | 4  |
| Retained per centage.....                                           | 2,283   | 3  | 9  |
| Value of work done.....                                             | £17,298 | 11 | 1  |
| Value of work remaining to be done.....                             | £12,775 | 6  | 11 |
| 187.750 cubic yards of excavation was done in 1853.                 |         |    |    |
| 58.672 " " " " 1853.                                                |         |    |    |
| 246.422 " " " up 1st January 1853.                                  |         |    |    |
| Add 112.837                                                         |         |    |    |
| 12.000 for boulders, &c., &c.                                       |         |    |    |

124,837 cubic yards of excavation remaining to be done on 1st January, 1854.

The foregoing shows that one half of the excavation was removed in 1853, and one-third of the remainder or one-sixth of the whole in 1853, leaving about one third of the entire quantity still to be done. Thus at the rate of progress made last year, it would still require two years to complete the work.

The Memorialists state that they have had many unforeseen difficulties to contend with, and instance the following, viz :—

1st. The extraordinary rise of the water in 1853.

2nd. The enhanced price of labour and scarcity of labourers.

3rd. The material different to what was anticipated.

With regard to the first, namely: "high water," it is an undeniable fact the Contractors have had to contend with unprecedented high water, but it is equally true they would have suffered less or in reality nothing, had they complied with the tenor of the specification and Contract, and protected the banks, when formed out into the river, their failing to do this was an equal if not a greater loss to the public than the Memorialists. As regards the second, it is true that labor has advanced fully 20 per cent. within the past year, but if the work had progressed as it should have done when wages were low, the Memorialists would have been less dependant on the present rates; they invariably informed me during the past year, when urged to proceed with the work, that men could be obtained without difficulty.

In relation to the third, it may be said the test pits dug prior to the commencement of the work indicated the nature of the material as nearly as could be expected, except in the through cut, at Nowlan's Point, where, instead of meeting a cemented gravel difficult to excavate, as was anticipated, a portion of the upper end of the cut was sand that had to be wasted within a short distance of the pit. Having thus briefly alluded to the several points touched upon in the memorial, I beg to refer for further particulars to a report dated at Montreal 26th October, 1852.

It will be remembered that the Memorialists entered into Contract to complete the whole of the works connected with the Junction Canal by the 1st April, 1853, but that they subsequently asked for and obtained an extension of the time for completion to the first April, 1854. The manner in which the indulgence granted was appreciated may be inferred from the progress made in 1853, when, instead of prosecuting the work with greater energy than in the former year, their exertions were relaxed, although frequently urged both verbally and by letter to augment their force and make other necessary arrangements to push the work on to completion. These requests were met only by fair promises, without an effort being made to carry out their import, as may be seen from the large quantity of work still remaining to be done. Thus, the dilatory and unsatisfactory course hitherto pursued inspires but little confidence in any future arrangements the parties may be disposed to enter into, connected with the works. If another year was granted, without some stringent conditions that could be brought to bear at once, what guarantee would the Department have that such indulgence would not, like the former, have a tendency the reverse of what was anticipated, and thus delay the completion of the works to an indefinite period. It ought also to be borne in mind that when the embankments at each end of the Canal are closed one-third of the present remaining work has still to be done, between the closing and opening of navigation, which will require the best possible management and greatest degree of perseverance to accomplish.

However averse to advise a course likely to bring the Department into collision with Contractors or others, there are cases such as the present when the interest of the Public requires a prompt and decisive course to be adopted.

I beg therefore to submit the two following modes of disposing of this troublesome question.

1st. That in the event of the time of completion being extended, the parties bind themselves to remove and deposit in the embankment 14,000 cubic yards monthly, commencing with May next, and continuing at that rate till the close of navigation, unless required by the Department to do otherwise, that on their failing to do this quantity for any one month the Contract shall be forfeited.

2nd. To take the necessary legal steps to declare the Contract forfeited on the first day of April next. The first I scarcely think could be done legally, for it might be argued that although they failed in one condition, at the end of one month, they still had one year to carry out the conditions as a whole.

The second I am fully persuaded would be the better course both for the Contractors and the public.

I have the honor to be, Sir,  
Your obedient Servant,

(Signed,) JOHN PAGE,  
Engineer Public Works.

Thomas A. Begly, Esquire,  
Secretary Public Works.

23rd March, 1854.

GENTLEMEN,—I have to inform you that your letter of the third instant, requesting a further extension of time upon your contract for the works of the Junction Canal, has been fully considered by the Commissioners of Public Works; and to express their regret that a work of such great importance to the public, should, up to the present time, have been so much protracted, without appearing to offer any hopes of better progress for the future. When they granted the extension of time sought for by you last year, they expected that, in conformity with your promises, you would have carried on the work with redoubled vigor, and made all possible efforts to advance it with the greatest attainable speed.

So far from these expectations, however, being realised, the work performed during the year 1853, is about two thirds less than that done in 1852, and its value not more than one half that of the latter; and yet you now demand a further extension of the time originally fixed on. The Commissioners, however, consider the slow progress made by you during the past year, as but an unsatisfactory pledge of your more rapid advance during the present; and judging of the future by the past, they are of opinion, that you will not be able to finish your work next year, unless you take steps for applying a much greater force than that hitherto employed by you.

They also think that it would be much better for yourself, and for the Government, with a view to the public interest, that the contract for the Junction Canal should be transferred to a new Contractor. If, however, you think, that with the means in your power (of which you must necessarily be better qualified to judge than the Commissioners) you will be able to complete your contract by the first of April, 1855. The Commissioners are willing to grant you some additional extension, which must also be the last, upon the following conditions:— That you bind yourselves to execute and place in the embankments, 1400 cubic yards each month, commencing from the first of next May, and continue your progress at the same rate for each and every month, until the close of the navigation, and that, should you fail to have performed such quantity of work at the close of any month, the extension thus accorded to you shall become null and void, and

your contract be cancelled and transferred to other hands, at your proper risk and expenses, and that without any change in the original contract.

Messrs. Crawford and Milner,  
Kingston, C. W.

(Signed,)

T. A. BEGLY,  
Secretary.

—————  
KINGSTON, 17th April, 1854.

SIR,—We are in receipt of your communication respecting application for an extension of time to enable us to finish the Junction Canal. We regret the view which the department seem to have taken of the exertions used to accomplish the work in question. Certainly the progress of the work in 1853 was not in accordance with our own wishes, or such as would merit the approbation of the board, but the causes which interposed to prevent the desired progress were of such a nature as no sagacity, or foresight of ours, or of the Department could avert.

The unprecedented high water in 1853, baffled all our exertions, and completely subverted all our matured plans for prosecuting the "Junction proper." The whole force at our command had to be applied by order to the additional raising of the banks, so as to preserve the Canal from complete destruction, besides we fitted up at a heavy outlay a bridge over which to transport material at point Iroquois easy of excess, and which would have enabled us to have had additional embankment completed, but hitherto we are without orders to avail ourselves of such facility, nevertheless, we have under all these discouraging circumstances made preparations for prosecuting the work to its final completion with as much energy as any other party whatever could accomplish it. We have chartered a powerful steam dredge, and other appliances, which will give an encouraging impetus to the work, and with a confident reliance on the liberality of the Commissioners we are persuaded (apart from unforeseen contingencies) the work will be brought to a close within the time you have been pleased to suggest in your communication viz: 1st April, 1855.

We trust therefore our application to enlarge the period for completing will be confirmed in the customary manner,

We remain, Sir,  
Your obedient servants,

CRAWFORD & MILNER,

(Signed)

per John Crawford.

Thomas A. Begly, Esquire, Secretary.

—————  
27th April 1854.

GENTLEMEN,—In reply to your letter of the 17th instant, again applying for an extension of time upon your contract at the junction Canal, I have to refer you to the letter addressed to you upon the 25th ultimo, by which you were put in possession of the well considered decision of the Commissioners, and which they cannot now alter.

Messrs. Crawford and Milner,  
Kingston, C. W.

(Signed,)

T. A. BEGLY,  
Secretary.

*To His Excellency the Right Honorable James, Earl of Elgin and Kincardine, Baron Elgin, K. T. Governor General of British North America and Captain General and Governor in Chief in and over the Provinces of Canada, Nova Scotia, New Brunswick, and the Island of Prince Edward, and Vice-Admiral of the same, &c., &c.*

MAY IT PLEASE YOUR EXCELLENCY,

The Petition of John Counter of the City of Kingston in the Province of Canada.

HUMBLY SHEWETH,

That in the year one thousand eight hundred and fifty-two, John Crawford and Joseph Milner, two practical men, entered into a contract with the Commissioners of Public Works for the construction of the Junction Canal at Edwardsburg.

That your Petitioner from long acquaintance, and previous experience, had acquired confidence in the judgment of one of the above mentioned contracting parties, and with a view to assist an enterprising man, consented to become security to the aforesaid Commissioners for the due performance of the said contract.

That with the same view, and being also led to believe that the monthly estimate would be sufficient to carry on the work, your Petitioner consented to become security for certain loans of money amounting to three thousand pounds, necessary to provide outfit, to commence and carry on the work, which amount your Petitioner had subsequently to pay.

That as the work proceeded, it was found that the monthly approximate estimate did not cover the current expenses of the work, even at the commencement, and your Petitioner was induced to continue to become security for an additional sum until the advances had reached a very large amount; in the mean time the contracting party for whose advantage your petitioner had been induced to become security, failed, his partner also became discouraged and unable to proceed. Your Petitioner in April of the present year felt himself called upon to undertake the completion of the work, which he is now doing, as he believes, to the satisfaction of the aforesaid Commissioners.

That since the commencement of the work many difficulties which could not have been foreseen, have arisen to create delay and increase the cost of the work, your Petitioner would beg leave particularly to point out the following.

That from the Act of God, the unprecedented height to which the waters of the St. Lawrence rose, overflowing the newly constructed banks of the Canal, rendered it necessary to raise them much higher than was at first contemplated.

That by the act of God in sending that awful scourge the Cholera, your Petitioner was suddenly interrupted by its breaking out amongst the labourers, creating a panic, and causing them to fly from the place.

That at the time the contract was entered into, the price of labour, provisions, &c., &c., was low, and apparently without any probability of rising, but the war in Europe and other causes have influenced the markets to an extent which seriously affects your petitioner in carrying on the work; for instance, the price of labour averaged, three shillings per diem, it shortly afterwards raised to five. Flour was advanced from eighteen shillings and nine pence per barrel to forty and forty-five shillings per barrel; Oats from ten pence per bushel, to three shillings and three shillings and six pence per bushel; Hay from thirty shillings per ton to seventy shillings per ton, and other articles in the same rates.

That while your Petitioner was using every exertion to proceed speedily and with satisfaction to the Engineers, to the completion of the work under all the said disadvantages, with a force of two hundred and thirty men, horses, steam dredges, steam engines &c., &c. Your Petitioner was compelled at the best season of the year to suspend the works.

During the interval, a large expense has been incurred in pumping to keep the works dry and in proper order, also, in rebuilding shanties for the men to replace those burnt down by order of the Board of Health &c.

That in order to recommence, your petitioner had to employ expensive means to procure men, and also incurred great expense and inconvenience in reorganizing.

Having been unexpectedly drawn into this work, suffered great loss and inconvenience in his own business, owing to the advances amounting to about Fifty Thousand Dollars, which he has been obliged to make to carry on the work, the expenses being so much more than was originally contemplated, and many other circumstances which your Petitioner is prepared to explain before a Committee of Enquiry. Your Petitioner humbly prays that such additional price be allowed and added to the specification, as shall make him good and save him from loss, and as in duty bound your Petitioner will ever pray, &c.

Kingston, Canada, *September, 1854.*

(Signed,) J. COUNTER.

12th October 1854.

GENTLEMEN,—It has been represented to the Commissioners that the force at present employed by you at the work of the Junction Canal, is far from sufficient to insure its completion in time for the opening of the navigation next year, and I am directed therefore to call upon you to increase your force, and to take such other steps in general, as will secure the completion of the work in good time.

(Signed,) T. A. BEGLY,  
*Secretary.*

Messrs. Crawford & Milner,  
Edwardsburg, C. W.

QUEBEC, 21st October 1854.

MY DEAR SIR,—My Son-in-law, Mr. Charles W. Jenkins, who holds a power of Attorney from Messrs. Crawford and Milner, as well as from myself, will wait upon you with this—you will oblige me by paying to him the amount, we were talking about this morning say £5000. I leave by this evening's boat.

I am,  
My dear Sir,  
Your most obliged Servant,

(Signed,) J. COUNTER.

Honorable Jean Chabot,  
Chief Commissioner of Public Works,  
Quebec.

MONTREAL BRANCH OFFICE OF THE WESTERN FIRE  
AND MARINE ASSURANCE COMPANY OF TORONTO.

MONTREAL, 30th October, 1854.

SIR,—I had the honor to lay before you, on the 21st instant, a Memorial from the Representatives of all the Inland Insurance Brokers in this City, requesting



your attention to the new channel at the Junction Canal, which is not passable by vessels drawing a heavy draught of water.

I regret to say that three or four more vessels have struck, and I believe two have sunk; so you may see that the channel is unsafe, and we look to you to have the obstructions removed at an early day.

I have the honor to be, &c.,  
Your most obedient servant,

(Signed,) W. H. GAULT,  
Secretary, pro. tem.

Hon. Jean Chabot,  
Chief Commissioner of Public Works for  
Province of Canada, &c., Quebec.

QUEBEC, 13th November, 1854.

SIR,—In consequence of the unforeseen difficulties which I have met with in completing the works at the Junction Canal, which I have assumed as security for the original Contractors, I am desirous of surrendering the contract, if the Board of Works will take the plant off my hands at a valuation.

As to the large amount by which the expenditure has outrun the estimates, the causes of which are well known to you. I am willing to leave my claim to the favorable consideration of the Government.

For the Contractors,

CRAWFORD & MILNER,

(Signed,) J. COUNTER.

To Honorable J. Chabot,  
Chief Commissioner of Board Public Works.

QUEBEC, 20th November, 1854.

SIR,—Being about to proceed to the "Junction Canal, with a view to placing the Works under different management. I beg respectfully to bring under the notice of the Commissioners, the destitute condition of many helpless families, either directly or indirectly connected with the works.

It will be recollected that in July and August last an epidemic prevailed to such an extent as rendered a suspension of the works necessary for a time. On their being again resumed the contractors, engaged at Quebec and sent on a large number of "German Emigrants" and their families (and it must be said without having made any arrangements for their accommodation.) These poor creatures almost destitute of everything and the common necessities of life in a strange Country without the means of leaving it, and speaking a language few in the vicinity understood, have and still do suffer in a manner barely within the range of language to describe. Upwards of forty men, women, and children, have died from a species of disease, doubtless brought on by exposure, improper food, and in fact the absence of everything in the shape of comfort. I am unable to state correctly how many are thus left dependant on the charity of those residing in the neighbourhood, but there cannot be less than from twenty five to thirty widows, and from sixty to seventy children, who with a long cold winter before them have a dreary prospect for the future. I am aware that such cases

scarcely fall within the Province of the Commissioner, but if the destitute state of these poor orphans was represented to the Government, some relief might probably be granted. *One or two hundred pounds* well laid out would add much to their comfort. When on the spot I would be glad to render any assistance towards seeing any donation properly expended.

These statements are not made on heresy but from actual knowledge of the facts.

Trusting from the urgent nature of the case the Commissioners will overlook the liberty taken in thus addressing them, and if in their power temporarily relieve the present wants of the poor widows and orphans, whose husbands or fathers on arriving on our shores were induced to go to that work in the hopes of bettering their condition.

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

(Signed,) JOHN PAGE,  
Engineer of Public Works.

T. A. Begly, Esquire,  
Secretary Public Works.

20th November, 1854.

GENTLEMEN,—I am directed to inform you that the Commissioners accept your surrender of your contract for the Works of the Junction Canal.

Mr. Page will proceed there immediately, for the purpose of selecting such of the plans, &c., as he may judge suitable.

(Signed) T. A. BEGLY,  
Secretary.

Messrs. Crawford & Milner,  
Edwardsburg,  
C. W.

20th November, 1854.

SIR,—The surrender of their contract by Messrs. Crawford and Milner, for the work of the Junction Canal, having been accepted of by the Commissioners, I am directed to request that you will proceed there at your earliest convenience, and adopt such measures as will conduce to the completing of that important work, in the shortest possible time.

You are authorised to undertake the completion of it either by an establishment directly under the Department, or by making a contract on the most favorable terms you can with some party or parties of unquestionable experience and ability to carry on the work in a prompt and satisfactory manner.

In accepting the surrender of the work, the Commissioners have agreed to take off the late Contractors' hands such plant, machinery, and tools, as may be in your judgment, suitable, and useful in the prosecution of the work, the value thereof to be fixed by mutual Arbitrators, but, should you find it more for the public interest to let the completion of it as before stated, in such a case you will have an understanding with the Contractor that he is to take off such plant, &c., at the value paid for it by the Department.

KINGSTON, C. W., 27th Nov., 1854.

DEAR SIR,—Will you do me the favor to instruct Mr. Page, that according to my understanding with you, you will furnish money to pay off the men on his telegraphing you the amount required.

One thousand pounds will answer the present purpose, which amount you will perhaps forward at once to Mr. Page.

I am, Dear Sir,  
Your most obedient servant,

(Signed) JOHN COUNTER,

Hon. J. Chabot,  
Chief Commissioner of Public Works,  
Quebec.

KINGSTON, 16th December 1854.

SIR,—I am favoured with your letter of the 6th instant, instructing me to prepare a formal relinquishment of the works of the Junction Canal to be executed by the contractors Messrs. Crawford and Milner.

Mr. Page to whom you refer me has not as yet arrived in Kingston, meanwhile I have seen the contractors who are willing to execute the instrument which you require. They think however that it should include a clause discharging them and their securities from all liability on account of the contract, as this does not appear to have been contemplated in the instructions contained in your letter, I have thought it advisable in the absence of Mr. Page to refer to you for further instructions.

I have the honor to be, sir,  
Your obedient servant,

(Signed,) J. J. BURROWES,

Thos. A. Begly, Esquire,  
Secretary, B. W.

KINGSTON, 19th December, 1854.

£2019 0 0

Received from John Page, Chief Engineer of the Board of Works, a certificate for a warrant according to the Act 9 Vict. chap. 37, for the sum of two thousand and nineteen pounds currency, being amount now advanced on the works of the Junction Canal, which money is to be appropriated to the payment of laborers and workmen previous to this date employed on the said works.

(Signed,) J. COUNTER.

## WILLIAMSBURGH CANALS.

PROGRESS ESTIMATE for Work done and Materials delivered on the Junction Canal, between Galops and Point Iroquois Canals, by Crawford and Milner, Contractors, during the month of November, 1854.

| Description of Materials,<br>or Work,<br>since last certificate.                                                 | Contract work. |         |         | Amount to<br>be paid on<br>this Certifi-<br>cate. | Totals of works done or materials<br>delivered by Contractor, to this<br>date, including this Certificate. |           |                                              |
|------------------------------------------------------------------------------------------------------------------|----------------|---------|---------|---------------------------------------------------|------------------------------------------------------------------------------------------------------------|-----------|----------------------------------------------|
|                                                                                                                  | Quan-<br>tity. | Price.  | Value.  |                                                   | Quan-<br>tity.                                                                                             | Value.    | Amount of this<br>and former<br>Certificate. |
|                                                                                                                  |                | £ s. d. | £ s. d. | £ s. d.                                           |                                                                                                            | £ s. d.   | £ s. d.                                      |
| Sec. 1, earth excavation, c. yds. ....                                                                           | 0              | 0 11½   |         |                                                   | 127164                                                                                                     | 5960 16 3 |                                              |
| “ “ timber framed and sunk,<br>lineal ft. ....                                                                   | 0              | 0 5½    |         |                                                   | 117909                                                                                                     | 2702 1 7  |                                              |
| Sec. 1, timber delivered lin. ft. ....                                                                           | 0              | 0 3     |         |                                                   | 5000                                                                                                       | 62 10 0   |                                              |
| “ “ snubbing posts, each. ....                                                                                   | 1              | 0 0     |         |                                                   | 5                                                                                                          | 5 0 0     |                                              |
| “ “ ballast in cribs, c. yds. ....                                                                               | 0              | 2 0     |         |                                                   | 9129                                                                                                       | 912 18 0  |                                              |
| “ “ wrought iron, lbs. ....                                                                                      | 0              | 0 4     |         |                                                   | 5721                                                                                                       | 95 7 0    |                                              |
| Sec. 2, earth excavation, c. yds. ....                                                                           | 0              | 1 0½    |         |                                                   | 111368                                                                                                     | 5800 8 4  |                                              |
| “ “ do do do 2000                                                                                                | 2000           | 0 1 1   | 108 6 8 |                                                   | 13000                                                                                                      | 7 4 3 4   |                                              |
| “ “ rip rap wall, sec. 1 and<br>2, cubic yards. ....                                                             | 1100           | 0 2 0   | 110 0 0 |                                                   | 18767                                                                                                      | 1876 14 0 |                                              |
| Sec. 2, rock excavation, c. yds. ....                                                                            | 0              | 4 0     |         |                                                   | 375                                                                                                        | 75 0 0    |                                              |
| “ “ timber delivered, lin. ft. ....                                                                              | 0              | 0 3     |         |                                                   | 7680                                                                                                       | 96 0 0    |                                              |
| “ “ booms and repairs to<br>banks. (see bills of work) ..                                                        |                |         |         |                                                   |                                                                                                            | 105 2 6   |                                              |
| Sec. 2, pumping .....                                                                                            |                |         |         |                                                   |                                                                                                            | 1034 0 0  |                                              |
| Amount paid Bowie & Cassels<br>Amount advanced to meet la-<br>borers' wages, &c., to be ac-<br>counted for ..... |                |         |         | 1800 13 4                                         |                                                                                                            | 1064 13 7 |                                              |
|                                                                                                                  |                |         | 218 6 8 | 218 6 8                                           |                                                                                                            |           |                                              |
|                                                                                                                  |                |         |         | £2019 0 0                                         |                                                                                                            |           | 22695 7 4                                    |

NOTE—No work will be paid for, unless it be returned in the estimate for the month in which it was performed.

Edwardsburgh, dated the eighteenth day of December, 1854.

I hereby certify that the above estimate is correct.

(Signed) JOHN PAGE,  
Enginer Public Works.

£2019 0 0

Received from Her Majesty Queen Victoria, represented by the Commissioners of Public Works, a Certificate for a Warrant, according to the Act, 9 Vict. Cap. 37, for the sum of two thousand and nineteen pounds, Currency, being the amount due us to this date, upon our Contract for, the above Work, according to the above Estimate.

Signed in Duplicate, at Kingston, the nineteenth day of December, 1854.

(Signed) CRAWFORD & MILNER,

By their Attorney,

CHAS. W. JENKINS.

Witness,

(Signed) J. J. BURROWS.

KINGSTON, 19th December, 1854.

SIR,—With reference to the subject of your letter of the 6th instant, concerning the Contractors for the Junction Canal, I beg to inform you that since I wrote to you, Mr. Page, the Chief Engineer of the Board of Works has been in Kingston, and on conferring with him I was enabled to prepare the documents which you required, when these were ready for execution it was ascertained that Mr. Milner had left Canada and was not expected to return so that his signature could not be procured: he had however before going assigned all his interest in the contract to Mr. Counter and had given Mr. Crawford his partner a power of Attorney to wind up their partnership affairs. Crawford therefore undertook to sign for Milner; and accordingly this day all the parties concerned, that is to say, John Crawford for himself, and for Joseph Milner, John Counter as assignee of Milner and also in his own capacity as one of the sureties and John Frazer the other surety executed a deed relinquishing to Her Majesty the Junction Canal Contract, and discharging and releasing Her Majesty from all further liability on account of the said work or the further prosecution thereof, and undertaking not to molest or trouble the Government or any person in future, in the finishing of it and to make no further claim, &c. This deed is also to be executed by the Commissioners of Public Works on behalf of Her Majesty who discharges and releases the Contractors and their sureties from all further liability on account of the contract.

This Mr. Page considered to be the intention of the Department: The deed together with the original contracts is in possession of Mr. Page who left Kingston to day for the purpose of attending at a valuation of plant, &c., and winding up the whole concern, for which purpose he considered it to be essential that he should have the documents with him for reference.

I have the honor to be,

Sir,

Your most obedient Servant,

(Signed,)

J. J. BURROWES.

T. A. Begly, Esq.,  
Secretary Public Works Department.

Articles of agreement made this nineteenth day of December in the year of our Lord one thousand eight hundred and fifty-four, between John Page, Chief Engineer of the Board of Works, acting on behalf of the Commissioners of Public Works, of the first part, and John Crawford of the City of Kingston, Builder, Joseph Milner, of the same place, Builder, and John Counter, of the same place, Esquire, of the second part.

Whereas the said John Crawford and Joseph Milner are Contractors with Her Majesty the Queen for the performance of certain Public Works called the Junction Canal, and the said John Counter is their principal surety for the due performance of the said works. And whereas the said works remain unfinished, and the said Contractors, with the assent of their said sureties, have agreed to surrender their said Contract, and relinquish the further performance thereof: and Her Majesty, represented by the Commissioners of Public Works, has agreed to receive the said works in their present state, and to take and purchase from the said parties of the second part, at a fair valuation, all such part of the plant, machinery and tools, used by them in the construction of the said works, as may, with judgment and opinion of the said John Page, be suitable and fit to be used in the prosecution and completion of such part of the said works as yet remains unfinished. Now, therefore,

for the carrying out said agreement the said parties to these presents do hereby appoint William Patrick, of Prescott, Esq., M. P., Benjamin Chaffey, of West Williamsburg, Contractor, and David Brown, of the City of Montreal, Contractor, to be appraisers to estimate the value of all the plant, machinery and tools used by the said parties of the second part in the performance of said works, such valuation to be made not according to the original cost of such articles, but with reference solely to the present value thereof, and their fitness to be used in the finishing of the said works, and it is agreed between the said parties that they shall both mutually submit to and abide by such valuation, provided that the same shall be made out in writing, and signed by the said arbitrators, or any two of them, within one month from the day of the date of these presents, and that when the said valuation shall be made the said John Page shall point out and select such of the said plant, machinery and tools as he shall think proper to be taken on behalf of Her said Majesty, and that the things so selected shall be taken and paid for by and on behalf of Her said Majesty, according to the valuation aforesaid.

In witness whereof the said parties have hereunto set their hands and seals on the day and year first above written, (the said Joseph Milner being absent executing these presents by his Attorney, J. Crawford.)

(Signed,)

JOHN PAGE.  
JOHN CRAWFORD.  
JOSEPH MILNER.

By his Attorney,

JOHN CRAWFORD.  
JOHN COUNTER.

Signed, sealed, and delivered in presence of

(Signed,) J. J. BURROWS.  
THOS. KIRKPATRICK.

We, the undersigned, having been mutually chosen by sealed instrument, dated at Kingston, 19th December, 1854, and signed by all the parties, viz : the Commissioners of Public Works on the one part, and the Contractors for the Junction Canal at Edwardsburgh on the other part, to appraise and value all the machinery, tools, &c., of the said Contractors, used by them in the construction of said Junction Canal. We declare that we have visited the said works, and examined all the machinery, tools, &c., now on the said work, and have appraised and valued the same as per detailed schedule attached to this document, amounting in all to the sum of two thousand one hundred and nine pounds six shillings and eight pence currency.

(Signed,)

WILLIAM PATRICK.  
BENJAMIN CHAFFEY.  
DAVID BROWN.

Edwardsburgh, 22nd December, 1854.

*Expenses of Appraisement to be paid by Government on account of the great loss sustained by the Contractors and their Surety.*

|                                                                     |          |
|---------------------------------------------------------------------|----------|
| Certificate No. 10,885—B. Chaffey—2 Trips from Montreal.....        | £ 8 10 0 |
| 8 days at 50s.....                                                  | 20 0 0   |
| Certificate No. 10,886—D. Brown—Travelling expenses from Montreal   | 6 10 0   |
| 5 days at 50s.....                                                  | 12 10 0  |
| Certificate No. 10,887—W. Patrick—Travelling expenses from Prescott | 2 10 0   |
| 4 days at 50s.....                                                  | 10 0 0   |
|                                                                     | £60 0 0  |

(Signed,)

WILLIAM PATRICK.  
BENJAMIN CHAFFEY.  
DAVID BROWN.

Edwardsburgh, 22nd December, 1854.

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APPRAISEMENT and Valuation of the Plant, Machinery, Tools, &c., &c., used by  
the Contractors of the Junction Canal.

| Description of Plant, Machinery, Tools, &c., &c.                                                | Quantity. | Price. | Value.    |
|-------------------------------------------------------------------------------------------------|-----------|--------|-----------|
| <i>Wharves.</i>                                                                                 |           |        | £ s. d.   |
| New—Wharf No. 1—For Mud Screws, Lower End Fraser's Point—                                       |           |        |           |
| Square Timber, 10" x 10", Hemlock .....                                                         | 1100      | 4½d.   | 20 12 6   |
| 2" Planking .....                                                                               | 3500      | 40s.   | 7 12 0    |
| Nails, 14 per lb. ....                                                                          | 70        | 3½d.   | 1 0 5     |
|                                                                                                 |           |        | £29 4 11  |
| Lower Part New—Wharf No. 2—For Stone Scows, Lower End Fraser's Point—                           |           |        |           |
| Square Timber, 11" x 11", Hemlock .....                                                         | 784       | 4½d.   | 13 15 3   |
| Scantling, 4 x 4, Maple .....                                                                   | 32        | 40s.   | 0 1 8½    |
| 2" Planking .....                                                                               | 3792      | 40s.   | 7 11 8    |
| Nails, 14 per lb. ....                                                                          | 70        | 3½d.   | 1 0 5     |
|                                                                                                 |           |        | £22 8 7½  |
| Old—Wharf No. 3—For Mud Scows opposite Riley's Pit, Upper End of Section No. 2, Fraser's Point— |           |        |           |
| Square Timber, 10" x 10", Hemlock .....                                                         | 730       | 4½d.   | £13 13 9  |
| Old—Wharf No. 4—For Stone Scows near Wheel Pump—                                                |           |        |           |
| Square Timber, 10" x 10", Hemlock .....                                                         | 580       | 4½d.   | 10 10 0   |
| Planking .....                                                                                  | 2070      | 40s.   | 4 2 9½    |
| Nails, 14 per lb. ....                                                                          | 30        | 3½d.   | 0 8 9     |
|                                                                                                 |           |        | £15 1 6½  |
| Old—Wharf No. 5—For Mud Scow opposite Hoy's Pit, above Wheel Pump—                              |           |        |           |
| Square Timber, 10" x 10", Hemlock .....                                                         | 740       | 4½d.   | 13 17 6   |
| Planking .....                                                                                  | 4640      | 40s.   | 9 5 7     |
| Nails, 14 per lb. ....                                                                          | 100       | 3½d.   | 1 9 2     |
|                                                                                                 |           |        | £24 12 3  |
| Old—Wharf No. 6—For Mud Scows opposite Contractor's Store—                                      |           |        |           |
| Square Timber, 10" x 10", Hemlock .....                                                         | 330       | 4½d.   | 6 3 9     |
| Planking .....                                                                                  | 3872      | 40s.   | 7 14 10½  |
| Nails, 14 per lb. ....                                                                          | 75        | 3½d.   | 1 1 10½   |
|                                                                                                 |           |        | £15 0 6   |
| Wharf No. 7—For Stone, Upper End Fraser's Point, Lower End Section No. 1—                       |           |        |           |
| Square Timber, 10" x 10", Hemlock .....                                                         | 340       | 4½d.   | 6 7 6     |
| Planking .....                                                                                  | 2304      | 40s.   | 4 11 2    |
| Nails, 14 per lb. ....                                                                          | 40        | 3½d.   | 0 11 8    |
|                                                                                                 |           |        | £11 11 4  |
| Wharf No. 8—For Mud Scows, Upper End, Nowlan's Point—                                           |           |        |           |
| Square Timber, 11" x 11", Hemlock .....                                                         | 460       | 4½d.   | 8 12 6    |
| 2" Planking .....                                                                               | 4640      | 40s.   | 9 5 7     |
| Nails, 14 per lb. ....                                                                          | 80        | 3½d.   | 1 3 4     |
|                                                                                                 |           |        | £19 1 5   |
| Floating Bridge for Dumping Earth at Crib Work, Upper End Nowlan's Point—                       |           |        |           |
| Square Timber, Hemlock .....                                                                    | 1000      | 4½d.   | 18 15 0   |
| 2" Planking .....                                                                               | 2724      | 40s.   | 5 8 11½   |
| Spikes, 14 lbs. to the 100 .....                                                                | 92        | 3½d.   | 1 6 10    |
|                                                                                                 |           |        | £25 10 9½ |



APPRAISEMENT and Valuation of Plant, Machinery, Tools, &c., &c.—(Continued.)

| Description of Plant, Machinery, Tools, &c., &c.                                                                                         | Quantity. | Price.   | Value.    |
|------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------|
| <i>Wharves.—(Continued.)</i>                                                                                                             |           |          |           |
| Floating Bridge at Point Iroquois, Lower Terminus of Junction Canal, built in 1853, to remove from Road at Carleys—                      |           |          | £ s. d.   |
| Round Timber, Cedar, under 12" diameter..... lineal feet                                                                                 | 7200      | 1½d.     | 45 0 0    |
| Platted, 10" x 12". Hemlock Culls..... " "                                                                                               | 500       | 1½d.     | 3 2 6     |
| 2" Planking, Pine..... M. F. B. M.                                                                                                       | 14400     | 40s.     | 28 16 0   |
| Nails, 14 per lb..... lbs.                                                                                                               | 10        | 3½d.     | 0 2 11    |
|                                                                                                                                          |           |          | £77 1 5   |
| Floating Platform—For building Crib Work, Upper End Nowlan's Point—                                                                      |           |          |           |
| Square Timber, 10" x 10"..... lineal feet                                                                                                | 442       | 2½d.     | 4 12 1    |
| Scantling, } including Spikes and Bolts..... M. F. B. M.                                                                                 | 2491      | 20s.     | 2 9 10    |
| 2" Planking, }                                                                                                                           |           |          |           |
|                                                                                                                                          |           |          | £7 1 11   |
| <i>Buildings.</i>                                                                                                                        |           |          |           |
| Carpenters' Shop—Built September, 1854—Lower End Fraser's Point—                                                                         |           |          |           |
| Dimensions 27 l. x 12 b. x 6 d.—Pitch of roof 6 feet.                                                                                    |           |          |           |
| Scantling, 4" x 4", Maple..... M. F. B. M.                                                                                               | 400       | } 55s.   | 5 19 9½   |
| Boards, Pine..... " "                                                                                                                    | 1778      |          |           |
| 1 Shutter..... each                                                                                                                      | 1         | 2s. 6d.  | 0 2 6     |
| Door..... " "                                                                                                                            | 1         | 5s.      | 0 5 0     |
| Nails..... lbs.                                                                                                                          | 10        | } 7s 6d. | 0 7 6     |
| Padlock, Hinges, &c..... sett                                                                                                            | 1         |          |           |
| Work-bench, Grind-stone.....                                                                                                             | ....      | 12s. 6d. | 0 12 6    |
|                                                                                                                                          |           |          | £7 7 3½   |
| Blacksmiths' Shop—36 l. x 16 b. x 8 h.—Old Shop removed from Upper End of Fraser's Point, and rebuilt on Lower End in October, 1854—     |           |          |           |
| Scantling, 4" x 4", Maple..... M. F. B. M.                                                                                               | 560       | } 55s.   | 10 9 5    |
| Boards, Pine..... " "                                                                                                                    | 3248      |          |           |
| Nails, 54 per lb..... lbs.                                                                                                               | 30        | 3½d.     | 0 8 9     |
| Bricks..... per hd                                                                                                                       | 300       | 5s.      | 0 15 0    |
| Stone..... cubic yards                                                                                                                   | 4         | 10s.     | 2 0 0     |
| Windows, 1 of 10 and 1 of 8 lights, 7" x 8"..... each                                                                                    | 2         | 4s. 6d.  | 0 9 0     |
| Shutter..... " "                                                                                                                         | 1         | 2s.      | 0 2 0     |
| Padlock and Staples..... per sett                                                                                                        | 1         | 2s. 6d.  | 0 2 6     |
|                                                                                                                                          |           |          | £14 6 8   |
| Lower Engine House—For Screw Pump and Wood Shed—Lower End Fraser's Point.                                                                |           |          |           |
| Scantling, 4" x 4"—Maple..... M. F. B. M.                                                                                                | 482       | } 55s.   | 6 15 9    |
| Boards for Shed and Flume, Pine..... " "                                                                                                 | 1986      |          |           |
| Nails, 54 per lb..... lbs                                                                                                                | 18        | 3½d.     | 0 5 3     |
|                                                                                                                                          |           |          | £7 1 0    |
| <i>Shanties—For Laborers.</i>                                                                                                            |           |          |           |
| Shanty, No. 1—Lower End Fraser's Point—Built, August, 1854.                                                                              |           |          |           |
| Dimensions—28' l. x 12' b. x 8½" h.—Pitch of roof, 7 feet.                                                                               |           |          |           |
| Scantling, 4" x 4", Maple..... M. F. B. M.                                                                                               | 736       | } 55s.   | 9 1 1     |
| Boards, Pine..... " "                                                                                                                    | 2556      |          |           |
| Nails, 54 per lb..... lbs.                                                                                                               | 25        | 3½d.     | 0 7 2½    |
| Latch and Hinges..... per sett                                                                                                           | 1         | 2s. 6d.  | 0 2 6     |
|                                                                                                                                          |           |          | £9 10 10½ |
| New—Shanties Nos. 2 and 3, same as No. 1.—Built August, 1854..... each                                                                   | 2         | ....     | £19 1 9   |
| Old—Shanty No. 4. Old Shanty claimed by Steward McMillar—Dimensions—15 l. x 12 b. x 7 h.—Pitch of roof, 5' (above Contractor's Stables.) |           |          |           |
| Scantling, 4" x 4"..... M. F. B. M.                                                                                                      | 496       | } 55s.   | 5 8 1     |
| Boards..... " "                                                                                                                          | 1378      |          |           |

## APPRAISEMENT and Valuation of Plant, Machinery, Tools, &amp;c., &amp;c.—(Continued.)

| Description of Plant, Machinery, Tools, &c., &c.                                                                | Quantity. | Price.   | Value.    |
|-----------------------------------------------------------------------------------------------------------------|-----------|----------|-----------|
| <i>Buildings.—(Continued.)</i>                                                                                  |           |          | £ [s. d.] |
| Old—Shanty No. 4.—(Continued.)                                                                                  |           |          |           |
| Nails..... lbs                                                                                                  | 13        | 3½d.     | 0 3 9½    |
| Windows, of 6 lights each..... each                                                                             | 3         | 3s.      | 0 9 0     |
| Hinges..... per set                                                                                             | 1         | 2s. 6d.  | 0 2 6     |
|                                                                                                                 |           |          | £5 18 4½  |
| New—Shanty No. 5—Above Contractor's Stables—Built in October, 1854                                              |           |          |           |
| Dimensions—24 l. x 12 b. x 8 h.—Pitch of roof, 7ft.                                                             |           |          |           |
| Scantling, 4" x 4"..... M. F. B. M.                                                                             | 320       | 55s.     | 6 13 1    |
| Boards..... " "                                                                                                 | 2100      |          |           |
| Nails, 54 per lb..... lbs.                                                                                      | 18        | 3½d.     | 0 5 3     |
| Strap Hinges..... pairs                                                                                         | 2         | 1s. 6d.  | 0 3 0     |
| Staples.....                                                                                                    | 2         | 3d.      | 0 0 6     |
| Hook.....                                                                                                       | 1         | 3d.      | 0 0 3     |
|                                                                                                                 |           |          | £7 2 1    |
| Old—Shanty No. 6—Purchased from McCarthy in November, 1854.                                                     |           |          |           |
| Dimensions—12' x 12' x 7'..... Bulk sum                                                                         |           |          | £3 0 0    |
| Old—Shanty No. 7—Purchased from Corrigan in November, 1854, above Contractor's Store, Upper End Fraser's Point. |           |          |           |
| Dimensions—35 x 15 x 7½..... Bulk sum                                                                           |           |          | £10 10 0  |
| New—Shanty No. 8—Built, November, 1854—Upper End Fraser's Point.                                                |           |          |           |
| Dimensions—12 x 18 x 7.                                                                                         |           |          |           |
| Scantling..... M. F. B. M.                                                                                      | 2720      | 55s.     | 7 9 7     |
| Boards..... " "                                                                                                 |           |          |           |
| Nails..... lbs.                                                                                                 | 20        | 3½d.     | 0 5 10    |
|                                                                                                                 |           |          | £7 15 5   |
| Shed for Buggy—Upper End Fraser's Point—Built 1854—Near Contractor's Store.                                     |           |          |           |
| Dimensions—16' x 11' x 4½"                                                                                      |           |          |           |
| Scantling..... M. F. B. M.                                                                                      | 100       | 55s.     | 1 16 3½   |
| Boards..... " "                                                                                                 | 560       |          |           |
| Nails, 54 per lb..... lbs.                                                                                      | 1         | 3½d.     | 0 0 3½    |
| Padlock..... " "                                                                                                | 1         | 2s. 6d.  | 0 2 6     |
| Hinges, &c..... pairs                                                                                           | 2         | 2s. 6d.  | 0 5 0     |
|                                                                                                                 |           |          | £2 4 1    |
| Contractors Stables, Lower End Fraser's Point—                                                                  |           |          |           |
| Square Timber, Hemlock..... lineal feet                                                                         | 214       | 4½d.     | 4 0 3     |
| 2" Plank..... M. F. B. M.                                                                                       | 2124      | 55s.     | 33 10 3   |
| 1" Boards..... " "                                                                                              | 10662     |          |           |
| Scantling, Pine and Maple..... " "                                                                              | 2560      | 55s.     | 7 0 9½    |
| Nails, 54 per lb..... lbs.                                                                                      | 120       | 3½d.     | 1 15 0    |
| Strap Hinges, Hooks, Staples..... setts                                                                         | 4         | 2s. 6d.  | 0 10 0    |
| Padlocks for four doors.....                                                                                    | 4         | 2s. 6d.  | 0 10 0    |
|                                                                                                                 |           |          | £47 6 3½  |
| <i>Steam Engine, Pumps, and Machinery for Pumping.</i>                                                          |           |          |           |
| Steam Engine of 4 Effective Horse Power on Through Cut Fraser's Point, Lower end..... each                      | 1         | Bulk sum | £125 0 0  |
| Screw Pump and Frames, Fraser's Point..... "                                                                    | 1         | Bulk sum | £25 0 0   |
| Hand Pumps, 18' length, and under..... "                                                                        | 6         | 25s.     | £7 10 0   |

APPRAISEMENT and Valuation of Plant, Machinery, Tools, &c., &c.—(Continued.)

| Description of Plant, Machinery, Tools, &c., &c.        | Quantity.   | Price.        | Value.    |
|---------------------------------------------------------|-------------|---------------|-----------|
| <i>Railway Track and Cars—Lower End Fraser's Point.</i> |             |               |           |
| Railway Track—Scantling, 4" x 4", Maple..... M. F. B. M | 27500       | 50s.          | £ 68 15 0 |
| Ties, Hemlock, &c..... lineal feet                      | 4500        | 1d.           | 18 15 0   |
| Switches..... each                                      | 6           | 12s. 6d.      | 3 15 0    |
| Bar Iron..... lbs                                       | 25000       | 3 cents.      | 187 10 0  |
| "                                                       | 308         | 3½d.          | 4 9 10    |
|                                                         |             |               | £283 4 10 |
| Cars—For Earth, with Boxes..... each                    | 22          | £7 10s.       | 165 0 0   |
| For Stone with Platform..... "                          | 1           | £7 10s.       | 7 10 0    |
| Jiggers for shifting Cars on Track..... "               | 3           | £7 10s.       | 22 10 0   |
|                                                         |             |               | £195 0 0  |
| <i>Scows.</i>                                           |             |               |           |
|                                                         | Dimensions. | No. of Boxes. |           |
| Scows for Earth—No. 1—51 l. 11¼ b 2½ d. ....            | 8           | 8             |           |
| " 2—38 12 2½                                            | 6           | 6             |           |
| " 3—48½ 12 2½                                           | 10          | 10            |           |
| " 4—40 12 2½                                            | 8           | 8             |           |
| " 5—44½ 12 2½                                           | 8           | 8             |           |
| " 6—44 12 2½                                            | 10          | 10            |           |
| " 7—40½ 12 2½                                           | 8           | 8             |           |
| " 8—39 12 2½                                            | 8           | 8             |           |
| Scows for Stone—No. 1—43½ 11¼ 2½                        | 4           | 4             |           |
| " 2—45 12 2½                                            | 2           | 2             |           |
| " 3—41 11¼ 2½                                           | 2           | 2             |           |
| " 4—43½ 11¼ 2½                                          | 2           | 2             |           |
| Rope for Scows, &c.....                                 |             | Bulk sum      | 12 10 0   |
|                                                         |             |               | £342 10 0 |
| <i>Tools in Blacksmith's Shop.</i>                      |             |               |           |
| Anvils..... each                                        | 2           | 50s.          | 5 0 0     |
| Bellows..... "                                          | 2           | 70s.          | 7 0 0     |
| Screw Vice..... "                                       | 1           | £5            | 5 0 0     |
| Screw Plate..... "                                      | 1           | 25s.          | 1 5 0     |
| Pincers..... pairs                                      | 16          | 3s.           | 2 8 0     |
| Sledge Hammers of 10 lbs. each..... each                | 2           | 7s. 6d.       | 0 15 0    |
| Hand " 3 to 4..... "                                    | 4           | 3s.           | 0 12 0    |
| Barrels..... "                                          | 2           | 3s. 9d.       | 0 7 6     |
| Bit Stock with 3 Bits for wood..... sett                | 1           | 7s. 6d.       | 0 7 6     |
| Do. " Drills of 1¼ ¾ ¾ ¾..... "                         | 1           | 15s.          | 0 15 0    |
| Stock with Reamer and 6 Drills..... "                   | 1           | 15s.          | 0 15 0    |
| Files Rough and Smooth..... "                           | 1           | 2s. 6d.       | 0 2 6     |
| Steel Punches..... each                                 | 12          | 1s.           | 0 12 0    |
| Swedges from 1¼ down to ¾..... setts                    | 4           | 5s.           | 1 0 0     |
| Dies " 1¼ to ¾ for Screw Bolts..... each                | 7           | 5s.           | 1 15 0    |
| Tools for Shoeing Horses—                               |             |               |           |
| Rasp..... each                                          | 1           | 2s. 6d.       | 0 2 6     |
| Hammer..... "                                           | 1           | 1s. 3d.       | 0 1 3     |
| Buttice..... "                                          | 1           | 5s.           | 0 5 0     |
| Pincers..... "                                          | 1           | 7s. 6d.       | 0 7 6     |
| Crooked Knife..... "                                    | 1           | 2s. 6d.       | 0 2 6     |
| Stool..... "                                            | 1           | 1s.           | 0 1 0     |
| Rognepied..... "                                        | 1           | 2s. 6d.       | 0 2 6     |
| Platform for setting Wheel Tires..... "                 | 1           | 7s. 6d.       | 0 7 6     |
| Dogs..... "                                             | 2           | 3s. 9d.       | 0 7 6     |
| Horse Shoes..... pairs                                  | 33          | 1s. 3d.       | 2 1 3     |
| Scrap Iron..... tons                                    | 2           | £5            | 10 0 0    |
| Rasp, New..... each                                     | 3           | 2s. 6d.       | 0 7 6     |
| Stove Pipes..... lengths                                | 7           | 1s.           | 0 7 0     |
| Corn Broom..... each                                    | 1           | 1s. 3d.       | 0 1 3     |
| New Files..... "                                        | 7           | 2s. 6d.       | 0 17 6    |
| Ladle for Lead weighing 4½ lbs..... "                   | 1           | 2s. 6d.       | 0 2 6     |
| Anchor, weighing 51 lbs..... "                          | 1           | 25s.          | 1 5 0     |

## APPRAISEMENT and Valuation of Plant, Machinery, Tools, &amp;c., &amp;c.—(Continued.)

| Description of Plant, Machinery, Tools, &c., &c.                               | Quantity.   | Price. | Value.    |         |
|--------------------------------------------------------------------------------|-------------|--------|-----------|---------|
| <i>Tools in Blacksmith's Shop.—(Continued.)</i>                                |             |        | £ s. d.   |         |
| 1 Bell, weighing 30 lbs. ....                                                  | each        | 1      | 50s.      | 2 10 0  |
| 8 Sledge Hammers for out-door work. ....                                       | lbs         | 28     | 4d.       | 0 9 4   |
| 6 Cast Steel Drills, for Blasting. ....                                        |             | 20     | 10d.      | 0 16 8  |
| New Pointed Picks. ....                                                        | each        | 57     | 3s. 6d.   | 9 19 6  |
| Wooden Spikes, Pointed with Iron. ....                                         | "           | 4      | 5s.       | 1 0 0   |
| Wooden Spikes, not pointed. ....                                               | "           | 14     | 1s.       | 0 14 0  |
| Iron Spikes. ....                                                              | lbs         | 44     | 3d.       | 0 11 0  |
| Crow Bars. ....                                                                | "           | 399    | 3d.       | 4 19 9  |
| Grapling Iron for Stone. ....                                                  | "           | 37     | 3d.       | 0 9 3   |
|                                                                                |             |        | £66 3 3   |         |
| <i>Flat, Square, and Round Bar Iron, Steel, &amp;c., in Blacksmith's Shop.</i> |             |        |           |         |
| Bar Iron, Square and Flatted. ....                                             | lbs         | 2241   | 3d.       | 28 0 3  |
| Bar Iron, Round. ....                                                          | "           | 1629   | 4 cents.  | 18 5 9½ |
| Cast Steel. ....                                                               | "           | 105    | 1s.       | 5 5 0   |
| Smith's Coal. ....                                                             | chaldrons   | 100    | 10s.      | 50 0 0  |
|                                                                                |             |        | £99 11 0½ |         |
| <i>Tools, Implements on Canal Bank, &amp;c., &amp;c.</i>                       |             |        |           |         |
| Large Scrapers, Pointed with Steel. ....                                       | each        | 2      | 60s.      |         |
| Small do. ....                                                                 | "           | 2      | 1s.       | 0 2 0   |
| Stone Boats. ....                                                              | "           | 4      | 7s. 6d.   | 1 10 0  |
| Haul Barrows. ....                                                             | "           | 5      | 5s.       | 1 5 0   |
| Trucks for Stone. ....                                                         | "           | 3      | 12s. 6d.  | 1 17 6  |
| Wheel Barrows. ....                                                            | "           | 60     | 2s. 6d.   | 7 10 0  |
| Scantling 4" x 4", Maple. ....                                                 | M. F. B. M. | 400    | 50s.      | 1 0 0   |
| Railway Ties, 5' long, partly prepared. ....                                   | "           | 113    | 50s.      | 0 5 8   |
|                                                                                |             |        | £13 10 2  |         |
| <i>Tools, Implements, &amp;c., &amp;c., in Contractor's Store.</i>             |             |        |           |         |
| Railway Spikes. ....                                                           | lbs.        | 10     | 4d.       | 0 3 4   |
| Cooking Stoves. ....                                                           | each        | 3      | £4        | 12 0 0  |
| Box. ....                                                                      | "           | 1      | 25s.      | 1 5 0   |
| Salt. ....                                                                     | barrel      | 1      | 10s.      | 0 10 0  |
| Borax. ....                                                                    | lbs         | 33     | 1s.       | 1 13 0  |
| Platform Scales. ....                                                          | sett        | 1      | 80s.      | 4 0 0   |
| Stovepipe Elbows. ....                                                         | each        | 12     | 1s. 6d.   | 0 18 0  |
| Bundle Leather, Belting for Screw Pump, &c. ....                               | lineal feet | 120    | Bulk sum  | 27 10 0 |
| Bridle Bits. ....                                                              | each        | 15     | 7½d       | 0 9 4½  |
| Halter Chains. ....                                                            | "           | 2      | 1s. 3d.   | 0 2 6   |
| Blasting Powder. ....                                                          | lbs         | 42½    | 6d.       | 1 1 3   |
| Rivets for Belts. ....                                                         | "           | 20     | 1s.       | 1 0 0   |
| Nails. ....                                                                    | "           | 180    | 3d.       | 2 5 0   |
| Couplings and Hinges for Cars. ....                                            | "           | 100    | 3d.       | 1 5 0   |
| Oakum. ....                                                                    | "           | 75     | 6d.       | 1 17 6  |
| Blasting Fuse. ....                                                            | lineal feet | 1000   | ½d.       | 2 1 8   |
| Water Pails. ....                                                              | each        | 3      | 1s.       | 0 3 0   |
| Side of Leather for Belts. ....                                                | "           | 17     | 1s. 3d.   | 1 1 3   |
| Steelyards. ....                                                               | "           | 1      | 3s. 9d.   | 0 3 9   |
| 10 Cards and 3 Currycombs. ....                                                | whole       | 13     | Bulk sum  | 0 7 6   |
| Buck Saw. ....                                                                 | each        | 1      | 2s. 6d.   | 0 2 6   |
| Oil Barrel and Tacet. ....                                                     | "           | 1      | 5s.       | 0 5 0   |
| Tin Measures and 1 Gallon. ....                                                | "           | 2      | 2s. 6d    | 0 5 0   |
| 3 Double and 1 Single Block. ....                                              | "           | 4      | 10s.      | 2 0 0   |
| Horse Shoe Nails. ....                                                         | lbs.        | 83     | 1s.       | 4 3 0   |
| 2½ Setts Boxes for Waggon Wheels. ....                                         | "           | 40     | 9d.       | 0 10 0  |
| 2 Pieces of Chain with hook. ....                                              | "           | 24     | 4d.       | 0 8 0   |
| Pick Handles. ....                                                             | each        | 47     | 3½d.      | 0 13 8½ |
| Axes. ....                                                                     | "           | 2      | 5s.       | 0 10 0  |
| Shovels fit for use. ....                                                      | "           | 72     | 8s. 9d.   | 18 10 0 |
| 3 Log Chains. ....                                                             | lbs.        | 85     | 4d.       | 1 8 4   |
| Sashes of 4 lights each, without glass. ....                                   | each        | 4      | ½d.       | 0 4 8   |
|                                                                                |             |        | £88 17 4  |         |

APPRAISEMENT and Valuation of Plant, Machinery, Tools, &c., &c—(Continued.)

| Description of Plant, Machinery, Tools, &c, &c.                                                     | Quantity. | Price.  | Value.    |
|-----------------------------------------------------------------------------------------------------|-----------|---------|-----------|
| <i>Horses, Harness, Carts, Sleighs, Cutters, &amp;c., &amp;c., in or near Contractor's Stables.</i> |           |         | £ s. d.   |
| Horses.....                                                                                         | each 16   | £15     | 240 0 0   |
| Double Harness.....                                                                                 | setts 2   | 60s.    | 6 0 0     |
| Single Trace Harness.....                                                                           | " 5       | 20s.    | 5 0 0     |
| Single Cart Harness.....                                                                            | " 6       | 35s.    | 10 10 0   |
| Double Waggon.....                                                                                  | each 1    | £11 5s. | 11 5 0    |
| Old Buggy.....                                                                                      | " 1       | 25s.    | 1 5 0     |
| Old Cutter.....                                                                                     | " 1       | 10s.    | 0 10 0    |
| New Cutter.....                                                                                     | " 1       | £4      | 4 0 0     |
| Straw Cutter.....                                                                                   | " 1       | 5s.     | 0 5 0     |
| Hay Forks.....                                                                                      | " 2       | 2s. 6d. | 0 5 0     |
| Manure.....                                                                                         | " 2       | 3s 9d.  | 0 7 6     |
| Whipple Trees for Double Harness.....                                                               | setts 2   | 10s.    | 1 0 0     |
| Whipple Trees for Single Harness.....                                                               | " 6       | 5s.     | 1 10 0    |
| Whipple Trees not Ironed.....                                                                       | " 4       | 1s. 6d. | 0 6 0     |
| Old Bags.....                                                                                       | each 16   | 9d.     | 0 12 0    |
| Horse Blankets, new.....                                                                            | " 8       | 10s.    | 4 0 0     |
| Horse Blankets, old.....                                                                            | " 7       | 5s.     | 1 15 0    |
| Horse Surcingle, new.....                                                                           | " 8       | 5s.     | 2 0 0     |
| Horse Surcingle, old.....                                                                           | " 7       | 2s. 6d. | 0 17 6    |
| Double Sleighs.....                                                                                 | " 6       | 60s.    | 18 0 0    |
| Single Carts.....                                                                                   | " 9       | 40s.    | 18 0 0    |
| Deduct from the above—1 Horse, 1 Old Buggy, 1 Old Cutter, 1 New Cutter.....                         |           |         | £327 8 0  |
|                                                                                                     |           |         | 20 15 0   |
|                                                                                                     |           |         | £306 13 0 |
| <b>Upper Engine House and Shed for Wheel Pump, Fraser's Point—</b>                                  |           |         |           |
| Square Timber, 11/2 x 11/2, Hemlock..... lineal feet                                                | 1036      | 4½d.    | 19 8 6    |
| Scantling, Boards, Plank, Pine..... M. F. B. M                                                      | 6832      | 40s.    | 13 13 3½  |
| Nails, 54 per lb..... lbs                                                                           | 68        | 3½d.    | 0 19 10   |
| Nails, 14 per lb..... "                                                                             | 45        | 3½d.    | 0 13 1½   |
|                                                                                                     |           |         | £34 14 9  |
| Upper Engine at Wheel Pump, Fraser's Point.....                                                     |           |         | £125 0 0  |

|                                                                                    | Value.   | Total Value. |
|------------------------------------------------------------------------------------|----------|--------------|
|                                                                                    | £ s. d.  | £ s. d.      |
| Wharf No. 1—For Mud Scows, Lower End Fraser's Point.....                           | 29 4 11  |              |
| " " 2—For Stone Scows, " ".....                                                    | 22 8 7½  |              |
| " " 3—For Mud Scows, Upper End of Section No. 2, Fraser's Point.....               | 13 13 9  |              |
| " " 4—For Stone Scows, near Wheel Pump, Fraser's Point.....                        | 15 1 6½  |              |
| " " 5—For Mud Scows, above Wheel Pump, Fraser's Point.....                         | 24 12 3  |              |
| " " 6—For Mud Scows, opposite Contractor's Store.....                              | 15 0 6   |              |
| " " 7—For Stone Scows, Lower end of Section No. 1, Fraser's Pt.....                | 11 11 4  |              |
| " " 8—For Mud Scows, Upper end of Section No. 1, Nowlan's Pt.....                  | 25 1 5   |              |
| Floating Bridge for Dumping Earth, Upper End of Section No. 1, Nowlan's Point..... | 19 10 9½ |              |
| Floating Bridge at Point Iroquois, Lower Terminus of Junction Canal.....           | 77 1 5   |              |
| Floating Platform for building Crib Work, Upper End Nowlan's Point.....            | 7 1 11   |              |
| Carpenter's Shop, Built September, 1854, Lower End Fraser's Point.....             | 7 7 3½   |              |
| Blacksmith's Shop, Built October, 1854, Lower End Fraser's Point.....              | 14 6 8   |              |
| Lower Engine House, Built for Screw Pumps, &c., Lower End Fraser's Pt.....         | 7 1 0    |              |
| Shanty No. 1—For Laborers, built August, 1854, Fraser's Point.....                 | 9 10 10½ |              |
| Shanties Nos. 2 and 3—For Laborers, built August, 1854, Fraser's Point.....        | 19 1 9   |              |
| Shanty No. 4—For Laborers—Old Building.....                                        | 5 18 4½  |              |

## APPRAISEMENT and Valuation of Plant, Machinery, Tools, &amp;c., &amp;c.—(Continued.)

|                                                                                      | Value. |    |    | Total Value. |    |    |
|--------------------------------------------------------------------------------------|--------|----|----|--------------|----|----|
|                                                                                      | £      | s. | d. | £            | s. | d. |
| Shanty No. 5—For Laborers, built October, 1854.....                                  | 7      | 2  | 1  |              |    |    |
| Shanty No. 6—For Laborers—Purchased from McCarthy.....                               | 3      | 0  | 0  |              |    |    |
| Shanty No. 7—For Laborers—Purchased from Corrigan.....                               | 10     | 10 | 0  |              |    |    |
| Shanty No. 8—For Laborers, built November, 1854.....                                 | 7      | 15 | 5  |              |    |    |
| Shed for Buggy, Upper End Fraser's Point, near Contractor's Store.....               | 2      | 4  | 1  |              |    |    |
| Contractor's Stables, Lower End Fraser's Point.....                                  | 47     | 6  | 3  |              |    |    |
| Steam Engine of 4 Effective Horse Power, Lower End of Fraser's Point..               | 125    | 0  | 0  |              |    |    |
| Screw Pump and Frames, Lower End of Fraser's Point.....                              | 25     | 0  | 0  |              |    |    |
| Hand Pumps, Lower End of Fraser's Point.....                                         | 7      | 10 | 0  |              |    |    |
| Railway Track, Lower End of Fraser's Point.....                                      | 283    | 4  | 10 |              |    |    |
| Railway Cars, for Earth and Stone, and Jiggers, Lower End Fraser's Point.            | 195    | 0  | 0  |              |    |    |
| Scows for Earth—Nos. 1, 2, 3, 4, 5, 6, 7, and 8, Lower End of Fraser's<br>Point..... | 342    | 10 | 0  |              |    |    |
| Scows for Stone—Nos. 1, 2, 3, and 4, and Rope for Scows, &c.....                     | 66     | 3  | 3  |              |    |    |
| Tools, &c., in Blacksmith's Shop.....                                                | 99     | 11 | 0½ |              |    |    |
| Flat, Square, and Round Bar Iron, Steel, Smith's Coal, &c.....                       | 13     | 10 | 2  |              |    |    |
| Tools and Implements on Canal Bank, &c., &c.....                                     | 83     | 17 | 4  |              |    |    |
| Tools and Implements in Contractor's Store.....                                      | 327    | 8  | 0  |              |    |    |
| Horses, Harness, Carts, Sleighs, Cutters, &c. &c.....                                | 34     | 14 | 0  |              |    |    |
| Upper Engine House and Shed for Wheel Pump, Fraser's Point.....                      | 125    | 0  | 0  |              |    |    |
| Upper Steam Engine, at Wheel Pump, Fraser's Point.....                               |        |    |    | 2130         | 1  | 8  |
| Deduct from the above—1 Horse, 1 Old Buggy, 1 Old Cutter, 1 New<br>Cutter.....       |        |    |    | 20           | 15 | 0  |
| Total Amount.....                                                                    |        |    |    | £ 2109       | 6  | 8  |

ESTIMATE of Work done and Materials delivered on the Junction Canals, (Townships of Edwardsburgh and Matilda), by Crawford & Milner, Contractors. Work commenced 12th January, 1852, under Messrs. Bowie & Cassels—transferred to Messrs. Crawford & Milner, 12th May, 1852—Contract surrendered November, 1854.

| Sec. No.   | Description of Work.                                                                                                                      | Quantities. | Contract Price. |       | Amount. |             |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------------|-------|---------|-------------|
|            |                                                                                                                                           |             | £               | s. d. | £       | s. d.       |
| Sec. No. 1 | Earth excavation, &c., and dredging, cubic yards ....                                                                                     | 127,993.31  | 0               | 1 0   | 6399    | 13 3½       |
| " 2        | Earth do do cubic yards ....                                                                                                              | 186,031.70  | 0               | 1 1   | 7368    | 7 8         |
|            | Roc. do or boulders blasted, cubic yds. ....                                                                                              | 485.63      | 0               | 4 0   | 97      | 2 6         |
|            | Rip rap wall, cubic yards ....                                                                                                            | 19,143.69   | 0               | 2 0   | 1914    | 7 4½        |
|            | Timber in Crib or Pier work, lineal foot ....                                                                                             | 118,511.00  | 0               | 0 5½  | 2715    | 17 6½       |
|            | Stone for ballast in do, cubic yards ....                                                                                                 | 9,157.09    | 0               | 2 0   | 915     | 14 2        |
|            | Wrought Iron in do, lbs. ....                                                                                                             | 5,934.0½    | 0               | 0 4   | 98      | 18 2        |
|            | Substing posts placed, each ....                                                                                                          | 5           | 1               | 0 0   | 5       | 0 0         |
|            | Pumping, Bulk Sum ....                                                                                                                    |             |                 |       |         |             |
|            | Repairs to bank at Glasford's Bay and Nowlan's Point.<br>Boom for protecting bank cutting check at Lock,<br>removing Crib, &c., &c., .... |             |                 |       |         |             |
|            | Surface excavation done by Bowie & Cassels, on which<br>a per centage was retained:—                                                      |             |                 |       |         |             |
| Sec. No. 1 | 25,956 c. yds. excavation pd. .. £832 6 7½                                                                                                |             |                 |       |         |             |
|            | 25,956 " do at 1s. .. 1297 16 0                                                                                                           |             |                 |       |         |             |
|            |                                                                                                                                           | £465 9 4½   |                 |       |         | 614 2 6½    |
| Sec. No. 2 | 7,034 " excavation pd. .. 232 6 11¼                                                                                                       |             |                 |       |         |             |
|            | 7,034 " do at 1s. 1d. 381 0 2                                                                                                             |             |                 |       |         |             |
|            |                                                                                                                                           | £148 13 2½  |                 |       |         |             |
|            | Taking up and relaying a portion of Railway Tract,<br>rendered necessary by the high water in 1852 ...                                    |             |                 |       |         | 100 0 0     |
|            | Removing Stone at Point Iroquois, November 1853, 13<br>day's men at 4s., 3½ day's teams, 11s. ....                                        |             |                 |       |         | 4 10 6      |
|            | Timber delivered for Crib work, lineal foot ....                                                                                          | 5,081.00    | 0               | 0 3½  | 74      | 1 11½       |
|            | Work done in November and December, after surren-<br>der of Contract per agreement—See pay List. ....                                     |             |                 |       |         | 658 13 0    |
|            | Plant, Horses, Machinery, Tools, &c., per award of<br>Appraisers, dated at Edwardsburgh, 22nd Dec.,<br>1854 ....                          |             |                 |       |         | 2109 6 8    |
|            | Amount paid Bowie & Cassels ....                                                                                                          |             |                 |       |         | 1064 13 7½  |
|            | Total amount for work, &c., done ....                                                                                                     |             |                 |       |         | 25331 10 0  |
|            | Amount of previous payments. ....                                                                                                         | £22695      | 7 4             |       |         |             |
|            | Paid for preparing documents for extension of time<br>for completion . . . . .                                                            | 15          | 12 6            |       |         |             |
|            | Total payments ....                                                                                                                       |             |                 |       |         | 22710 19 10 |
|            | Amount due ....                                                                                                                           |             |                 |       |         | 2823 10 2   |

Dated at Edwardsburgh, the second day of January, 1855.

I hereby certify the above Estimate to be correct.

(Signed)

JOHN PAGE,  
Engineer Public Works.

£2823 10 2

Received from Her Majesty Queen Victoria represented by the Commissioners of Public Works, a certificate for a Warrant, according to the Act 9 Vict., Cap. 3, for the sum of two thousand eight hundred and twenty-three pounds, ten shillings and two pence, Currency, being the entire balance now remaining due in full payment for all the works above mentioned, and all the works done on, or in connection with the Junction Canal, by the above named Contractors, or by John Counter, Assignee of said Joseph Milner; and also for the value of all the Plant, Horses, Machinery and Tools now used on said works, according to a valuation made in pursuance of an agreement, made between John Page, Chief Engineer and the said Milner, Crawford and Counter, dated 19th December, 1854.

Kingston, 3rd January, 1855.

(Signed) J. COUNTER, for himself  
and as Assignee of Joseph Milner.

By his Attorneys { JOHN CRAWFORD,  
JOSEPH MILNER,  
CHAS. W. JENKINS, and

JOHN CRAWFORD.

Witness,

(Signed) JOHN PAGE.

TORONTO, 6th January, 1855.

SIR,—On receiving your letter (No. 16,393) relative to the surrender of the contract for the Junction Canal Works. I immediately proceeded there and took the necessary steps to have the matter closed without delay.

While the remeasurement of the work was in progress, I went to Kingston with a view of having a legal surrender executed by all the parties interested.

That document was prepared by and executed under J. J. Burrowes, Esquire, Attorney, who also drew up the submission bonds for the valuation of the plant tools, &c., both these documents are inclosed herewith.

In reference to the latter instrument, it may be said, that from the course adopted by Mr. J. Counter, the Contractors' principal security and assignee, it was considered more prudent to submit the valuation to appraisers mutually chosen than for me to attempt going into that portion of the business with the parties. Under that impression Messrs. Patrick, Chaffey, and Brown, were appointed, who, after examining in detail the tools, &c., &c., valued the whole at £2,109 6s. 8d., which, in my opinion, was and is fair and equitable; but the expenses of the appraisal itself are not so judiciously charged, as it will be seen they are placed wholly against the Department. Still it was considered unwise to object even to that, as the closing up of the final was then pending.

Before issuing the progress estimate, dated the 18th Dec., 1854, (for £20 19s.,) it was believed prudent to take a receipt showing that the money was given for the purpose of paying the labourers. This was considered the more necessary from the money paid in the early part of *November* having been otherwise applied, so that the labourers remained unpaid for both *October* and *November*, and many of them were suffering in consequence. They are now all paid up. The receipt and estimate alluded to are also inclosed.

In making up the *final estimate* I have endeavoured to take a fair and liberal view of the Contract, with reference to all the items of work done, or in other words to allow the Contractors every thing I could justify to the Commissioners and the Public, viz. :—

1st. Earth excavations has been allowed for the entire quantity of work done in the prism of the Canal, without any deduction for stone or boulders.

2nd. All the stone used in the pier work and for rip rap wall have been allowed at the Contract price.

3rd. The Contract price for pumping, less £250 has been allowed.



4th. The sum of £100 has been allowed for the inconvenience and expense of taking up and relaying a portion of the Railway track damaged by the high water in 1852.

5th. For repairs to banks in the fall of 1852. Booms for protection of banks, cutting checks in Lock Walls for pier work, &c., &c., the sum of £144 1s. 6d. has been allowed.

6th. The sum of £614 2s. 6d $\frac{3}{4}$  has been allowed—being the amount retained on the surface excavation done by Messrs. Bowie & Cassels, the former contractors “that is to say” the difference between the price allowed Bowie & Cassels, and the contract price of Messrs. Crawford & Milner.

7th. The sum of £658 13s, has been allowed to pay the labourers and hired teams employed on the work after the 10th of November, the day the contract (I understand from Mr. Counter,) was surrendered, and in order to meet the expenses of the Contractors terms and other contingencies after that date up to the time of the appraisers award being made, the quantity of excavation done during the time, has been allowed at the contract price.

Having thus briefly brought under the Commissioners notice, the chief items of the final estimate issued to Crawford & Milner, The appraisement of the plant, &c, &c. I beg respectfully to state that a more detailed report on the subject will be forthcoming as soon as circumstances will permit.

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

(Signed,)

JOHN PAGE,  
Engineer of Public Works.

*Documents inclosed.*

- 1st. Receipted Duplicate of progress Estimate, issued 18th Dec., 1854.
- 2nd. Receipt taken from J. Counter, Esq., connected with the above.
- 3rd. Surrender of Contract executed by all the parties.
- 4th. Appraisement, Bonds for plant, &c., &c.
- 5th. Final estimate issued.

(Signed,)

J. PAGE.

T. A. Begly, Esquire,  
Secretary of Public Works.

EDWARDSBURG, 18th January, 1855.

RESP. SIR,—Will you present the following to the Department of Public Works.

The Department probably are not aware that the Germans who are now being fed by the Government have occupied a building of mine, containing sixteen rooms, since they came here. I have rented this building since the canal commenced at sixteen dollars per month, and have had it insured for six hundred dollars, which insurance expired on the 17th. I have received no rent since they have occupied it, and were it now empty I could rent it at the above amount to the vast numbers of men that are flocking to the canal who can find no dwellings. When the Germans landed here the building was empty, and they had to sleep under the trees and in the fields; Mr. Baillarge saw this, and with his usual feelings of humanity suggested that, with a little repairs, it would accommodate

them. I went to the expense of some fifty dollars to fit it up, and they have occupied it since, as they require shelter as well as food, the Department will at once see the propriety of remunerating me while they occupy it, or remove them, that I may rent it; were it not occupied, I would not insure it, and if it was now to take fire, I should be at a loss by it; I may remark that during their sickness I furnished them with medicines, and paid for coffins, for which I have never received the slightest remuneration, also these facts are known to the Engineer here, and to them I would respectfully refer the Department.

I remain, sir,  
Yours respectfully,

(Signed,) JAMES STORAH.

KINGSTON, 31st January, 1855.

DEAR SIR,—I omitted taking a copy of the "final estimate" I received from Mr. Page on account of Crawford and Milners, contract at the Junction Canal. Will you have the goodness to furnish me a copy.

I am, dear sir,  
Your most obedient servant,

(Signed,) JOHN COUNTER,  
per CHAS. W. JENKINS.

T. A. Begly, Esquire,  
Secretary, &c., &c., Quebec.

PUBLIC WORKS, Quebec, 7th May, 1855.

SIR,—I am directed to transmit to you the accompanying documents connected with the Memorial of Mr. John Counter, of Kingston, (Nos. 25,041 and 25,841.) Upon the receipt of your former lengthy, and to the Commissioners very satisfactory and conclusive Report, the matter was laid before His Excellency the Governor General in Council, with a Report from the Commissioners of Public Works, (sent herewith.) Mr. Counter has sent in a reply to your explanation, in which he appears to make a number of mis-statements. I have to request, therefore, that you will take it up in detail, and state the facts, so as to correct any wrong impression that such mis-statements might lead to. Pray attend to this at your earliest convenience.

(Signed,) T. A. BEGLY,  
Secretary.

Jno. Page, Esq.,  
Chief Engineer, Montreal.

To His Excellency, Sir Edmund Walker Head, Baronet, Governor General of British North America, &c., &c., &c.

The Memorial of John Counter, of the City of Kingston, Esquire,

HUMBLY SHEWETH :—

That your Memorialist became one of the Securities to the Honorable the Commissioners of Public Works for the Contractors of the Junction Canal on the St. Lawrence, Messrs. Crawford and Milner.

That at the time the Contract was taken, provision and labour were, and had been for several years, at moderate and uniform rates, and upon such rates the Contractors based their calculations when making their tender for the Contract.

That shortly after taking the Contract a material rise in the price of produce and labour continued to take place from outward causes, until both nearly doubled in value.

That the evident result of this rise was great deficiency in the monthly estimates made by the local Engineer based upon contract prices.

That notwithstanding the alarming deficiency which the monthly estimates brought into view, your Memorialist continued to supply the Contractor up to the close of Eighteen hundred and fifty-three.

That at the close of 1853 the Contractors became so discouraged as to abandon the work, and your memorialist attempted to complete their contract, notwithstanding the difficulty of meeting deficiencies, confident that the Government by the authority of Parliament, would reimburse his loss by completing the contract.

That while acting upon this determination with a gang of two hundred and thirty men, the cholera broke out amongst the labourers with great violence, causing the abandonment of the work.

The expense of superintending the process of pumping, and a strong guard to watch the work already done from injury, were maintained at great additional expense by your memorialist.

That the fear of infection in the neighbourhood caused an order to be issued by the Local Board of Health, to demolish all the shanties occupied formerly, but now deserted by the labourers.

That before reorganizing, your memorialist had to rebuild shanties at considerable expense in lieu of those destroyed.

That your memorialist in consequence of the continued advances made becoming so serious, took advice tendered him of petitioning the three Branches of the Legislature for relief.

That to his petition a reply was made, as your memorialist understood, to the effect, that he should not suffer under the circumstances.

That relying on the above understanding, your memorialist, as Surety of the Contractor at great expense, caused the work to be re-organised, and proceeded with renewed vigour, when he was advised by the Honorable the Commissioner of Public Works, to cause a surrender of the contract.

That the contractors did comply readily with the above advice, on the expectation that by so doing, the deficiency whatever it might be, would be made good to them.

That your memorialist has been a considerable time a resident of the City of Kingston, and has after many years toil and industry, acquired a fair amount of property, the whole of which is now in jeopardy, by your memorialist's unfaltering determination, as Surety of the Contractors, to carry into effect without embarrassment to the Government, a contract to which he was a Surety.

That the loss arising from the contract has been caused by circumstances, which no human being could have guarded against, and the amount is of too great a magnitude for your memorialist to bear.

That your memorialist has always been ready to assist others, who shewed any disposition to help themselves, and by doing which, has frequently incurred losses which he was able to bear, and it was with the same view your memorialist became security for the Contractors of the Junction Canal.

Your memorialist begs leave to state that the amount ex-

|                                                             |         |    |   |
|-------------------------------------------------------------|---------|----|---|
| pended is .....                                             | £38,615 | 3  | 7 |
| That the amount received from Public Works Department is... | 24,469  | 16 | 5 |

|                                      |         |   |   |
|--------------------------------------|---------|---|---|
| Having a deficiency or loss of ..... | £14,145 | 7 | 2 |
|--------------------------------------|---------|---|---|

Which amount of Fourteen Thousand, One Hundred and Forty Five Pounds, Seven Shillings and Two Pence, your memorialist prays may be re-imbursed to him.

And as in duty bound, will ever pray.

(Signed,) J. COUNTER.

QUEBEC, 22nd February, 1855.

MONTREAL, 22nd March, 1855.

SIR,—In reference to Your Telegraph of this day's date making certain enquiries relative to the delivery of the two last estimates on Crawford and Milners contract for the Junction Canal.

I beg to refer you to my letter of the 6th January from which it will be seen that a progress estimate dated 18th December, 1854, was issued at Kingston the same day on which the legal surrender of the contract and appraisalment bonds were executed. This certificate or estimate was by the advice of J. J. Burrowes, Esq., Attorney, handed to the parties whose name appears on it "namely," Mr. Jenkins, Attorney, for the Contractors and their assignee, Mr. Counter, but as the preceding estimate had been applied to other purposes than the payment of the Labourers I did not feel justified in allowing so large a sum to be similarly appropriated, when the men were suffering by being kept out of what was justly due them, without making an effort to see them in some shape get justice; consequently I insisted on having a receipt from Mr. Counter, stating that the moneys would be applied to that purpose, as he had previously stated that Mr. Jenkins was an Attorney "only" to draw the money for him and for his (Mr. Counter's) use. The whole of these proceedings took place in presence of Mr. Burrowes, Mr. Crawford, Contractor, Mr. Frazer, one of the sureties.

Mr. Counter, one of the sureties, assignee, &c., &c.

Mr. Jenkins, Attorney for the parties, Mr. Kirkpatrick the latter gentleman's name I am not quite certain of, at all events he was Mr. Crawfords legal adviser and holds the papers connected with the whole transaction between Messrs. Crawford and Counter.

The final estimate was also issued at Kingston on the date it bears, all the items having previously been gone into with Mr. Counter and his Attorney, Mr. Jenkins, on 30th December, 1854, and again in Kingston on the 3rd January, 1855, in presence of Messrs. Crawford, Counter and Jenkins, all afterwards expressing their satisfaction with the liberal treatment they had received in the settlement, this was the case especially with Mr. Crawford, the receipt attached to the estimate was prepared by Mr. Burrowes, and signed in duplicate in my presence by all the parties whose name appears on it. Mr. Crawford at the same time remarking he had by a former document signed off all his right to the money.

Both Messrs. Jenkins and Counter had the certificate in their hands, but Mr. Counter remarked that Mr. Jenkins had better take it so as to go to the bank in the morning, by this time it was fully 7 o'clock, P. M.

Trusting this letter will supply the information you wish.

I am, Sir,

Your obedient servant,

(Signed,)

JOHN PAGE,  
Engineer Public Works.

Thomas A. Begly, Esq.,  
Secretary Public Works.

MONTREAL, 7th April, 1855.

SIR,—In compliance with instructions, I have the honor to submit the following remarks on the memorial of John Counter, Esquire, for losses alledged to have been sustained by him directly or indirectly connected with the Works of the Junction Canal. With a view of being better understood, it is proposed, First, to allude briefly to the several statements made, in the order they occur in the Memorial, supplying explanations either inadvertently or otherwise omitted, and closing with a short history of the mode adopted in conducting the operations, progress, &c., &c.

*First.* The Memorialist states he became one of the Sureties for Messrs. Crawford and Milner, &c., &c., but omits what in an appeal of this nature it might have been well to supply, "namely," whether he was actuated by motives of friendship "only," or with a view to pecuniary advantage, as the Contractors have always asserted the latter to have been the case.

2nd. and 3rd. That labour, provisions, &c., &c., were low when the "Contract" was entered into, but subsequently "doubled in value."

These statements are more or less correct if they are intended to cover a period of several years, the Memorialist however refrains from alluding to the fact that the work should have been completed within one year from the time the Contract was executed, and neglects to state the peculiar circumstances and consequent knowledge of the parties in reference to the work before they entered into the contract, "namely," that it had originally been declared to, and carried on for a time by other parties, who after giving it a fair trial, found their prices insufficient, and very judiciously offered to surrender the Contract, which on a full investigation was accepted by the Department.

The tender next on the list being that of Messrs. Crawford and Milner, they were notified of the fact, and previous to any further steps being taken, informed that their prices were a mere trifle over those of the parties who had, during the previous week, relinquished the work, in fact, every argument was used to convince them of the expensive nature of the materials to be excavated and the inadequacy of their prices. On examining the locality, they at first seemed to hesitate, but after a few days absence, Mr. Crawford returned and stated he had been consulting his sureties, who were men of capital, especially Mr. Counter, who requested them (Crawford and Milner) to go on as they could manage to do the work, and make money out of it in some way.

Thus it will be seen the parties had good warning in regard to prices, but declined to avail themselves of it, and so far as the rates of labour, provisions, &c., are concerned, there was little, or in reality no increase whatever, except the ordinary rise of summer over that of winter labour, from the day the contract was executed up to the time (April 1853,) when the Canal should have been completed.

4th. In reference to the inadequacy of the progress estimates, it may be said that Contractors generally expect to invest a certain amount of their own capital in plant, tools, &c., and otherwise, in starting works of ordinary magnitude, this is however, more especially the case when 15 per cent. on the value of the work done is retained, as customary under the Public Works Department.

5th and 6th. So far as regards the advances alleged to have been made by the memorialist, and his subsequent taking the work in his own hands, even with the knowledge of a further outlay and loss being indispensable.

It is extremely difficult in such a case to imagine any one possessing one half the reported shrewdness of the memorialist trusting alone to so baseless a fabric, as the mere leniency of the Government, without being able to urge some more tangible claim than losses sustained from inexperience "alone," in attempting to conduct a difficult class of work, of which he neither did, nor could be supposed to know anything, while the Trade of the Country was suffering from the works being, and having been retarded through sheer mismanagement, and the funds appropriated for their early completion, misapplied to such an extent that renders it necessary to apply to the Legislature for the sum of £15,000 over the original estimate, which would have been ample, had the work fallen into the hands of good contractors.

7th. For a gang of two hundred and fifty men, read one hundred and seventy five, which includes all the persons employed in every capacity at the time stated.

8th. The expenses of pumping alluded to have been fully paid, and if the memorialist found it necessary to keep a watch on an earth embankment, it certainly is the first instance on record to the best of my knowledge of such a precaution being adopted.

9th and 10th. The shanties referred to as having been burnt were the property of the labourers themselves. Those built (5 or 6) have along with all others been taken off the contractors hands and paid for at their full value.

11th and 12th. In regard to the memorialist being advised to petition the Legislature and his view of the manner it was received. The Commissioners, as also the members of that body, will be able to decide whether the conclusions arrived at are correct or otherwise.

13th and 14th. Whether the memorialist acted as security for the contractors, or for himself as the contractor in reorganising a force, will be seen on reference to the document understood to be the legal surrender of the contract, by which as also other papers attached thereto, together with memorialist's own statement, it appears he had some time previously purchased the interest of Milner, and subsequently had the whole interest of Crawford assigned to him, when of course he (the memorialist) became the sole contractor, acting in all matters for his own individual interest, neither of the original parties interfering in any shape except signing the surrender and final estimate at my request.

The legal opinion obtained being that the documents executed between the parties themselves rendered the signature of Crawford and Milner unnecessary.

In reference to the advice said to have been given by the Commissioners relative to the surrender of the contract. It is only necessary to say the memorialist was desirous (if he continued the work) of being paid the future expenses incurred without regard to contract or otherwise, which demand could not under any circumstances be entertained, especially as the work was in the hands of a person so unskilled in such matters as rendered it questionable if he could even accomplish it at any price.

Instead however of causing the work to be surrendered as stated, the memorialist did so himself within two hours after the suggestion alluded to was made,

without the possibility of his having an opportunity of consulting in any shape either of the original contractors.

15th. As regards " memorialists" property being in jeopardy " arising from the action taken by him as security for the contractors."

It may be well to refer to the 1st, 13th and 14th paragraphs of the letter which it is presumed may assist in arriving at a conclusion whether he acted in the capacity stated only, or as a partner increasing in power till he became the sole contractor, but granting " that his property is in jeopardy" it does not follow that the canal works are the cause, the memorialist might have been and doubtless was engaged in other operations which if conducted with no better judgment, would lead to the embarasment he deploras.

16th. States " the loss arising from the contract has been caused by circumstances which no human beings could have guarded against."

This would have been correct if the following clause had been added viz : " that were unacquainted with such works, and failed to give them their own attention, or employ others of greater energy and experience than themselves."

If the work had been properly conducted the whole would have been completed before any rise of labour took place or the sickness alluded to occurred.

17th. In reference to memorialist " being always ready to assist others." It may be said that reports give him credit for examining closely the terms on which such assistance has generally been rendered, at all events he showed no great stretch of liberality towards the poor emigrants brought by him on to the work, many of whom died by disease, engendered from lack of the common necessaries of life without an effort being made to supply them with either food or shelter, till the Government took the matter in hand and authorized the sum of £75 to be applied for the purpose, even the labourers who did work were kept out of their earnings for months, notwithstanding that continued drafts were made on the retained per centage, with a view of enabling these liabilities to be met, the money thus granted was not unfrequently otherwise applied, till a course was adopted that in a measure compelled payment for the labour done to be made.

18th. Although the Memorialist strives throughout to leave the impression, that he acted only as security for the Contractors, still he closes by praying the sum of £14,145 7s. 2d., may be paid over to himself, without shewing one tangible ground on which to base so modest a request, or in the remotest degree alluding to the more than liberal treatment already received.

Having thus at some length gone into the various statements made by the Memorialist, which, if I mistake not, shows whether he acted from motives interested or otherwise.

It now remains for me to submit a few remarks on the manner the works were conducted, the cause that led to a surrender being desirable, and a brief review of the settlement made with Mr. Counter, approved as a whole by Messrs. Crawford and Milner ; each of these divisions will claim attention in their respective order, viz :

The work having been relinquished by the first Contractors, for the reasons already stated, Messrs. Crawford and Milner were informed of their tender being the next on the list, who, after examining the locality and obtaining the benefit of their Sureties advice, took formal possession of the Canal Property, on the 12th May, 1852, and commenced operations on the 17th May, with the full and distinct understanding that they entered on the work, in the condition it was left by the first Contractors, and had nothing whatever to do, directly or indirectly, with the quantities or rates paid for the work hitherto done, and that they were to employ such a force, and use such a degree of energy as would ensure the entire completion of the Canal, in April 1853, agreeably to the tenor of a specification and contract then submitted.

They for the first few months shewed a disposition to make a strong and vigorous effort, but inexperience was evident in all their movements from the first.

Their selection of managers were injudicious, the different gangs of labourers improperly arranged, and every branch or department of the establishment reflected the want of practical knowledge. Still they struggled on at a moderately fair rate, till the latter end of September 1852, when their efforts began to relax, at the very time when greater exertions should have been made, but no ordinary degree of urging or otherwise could, or at least did succeed, in inducing them to augment their force, and proceed more rapidly. It must however, in justice be admitted that, if actions had kept pace with promises, the public would long ere this, have had the benefit of the Canal, and many unpleasant results been avoided. Thus the works dragged on at a most unsatisfactory rate, till it was evident no effort could complete them at the contract time, (April 1853). The water of the St. Lawrence being then moderately high, and likely to continue so for another year, it was decided to allow the Contractors, (on their application) till April 1854 to finish the work.

This indulgence however seemed to produce a sort of remissness, that showed plainly they had no disposition to make an effort to fulfil even this second agreement. Mr. Crawford, then the Acting Contractor, was frequently absent for weeks, sometimes nearly months at a time, the overseers were often changed, and every change appeared to bring about if possible, a worse state of management, so much so that I have never in the course of my experience, seen work so recklessly and injudiciously conducted.

During the spring or summer of 1853, (uncertain which, but the deed of transfer will show,) Mr. Crawford stated the works would in future proceed in a more satisfactory manner, as Mr. Counter had now acquired an additional interest in the matter, he having purchased out Milner. This prediction was however, not realized, the works continued to drag on as formerly till about the fall, when the force gradually diminished, and during winter little or nothing was done.

In April 1854, Messrs. Crawford, Counter and Jenkins went over part of the work, called at the Engineer's office, talked over the matter, when Mr. Crawford remarked, he had given up all his interest in the contract to Mr. Counter, who, in future would carry on the work, and Mr. Jenkins, the person who acted as Attorney in drawing money, &c, drew attention very forcibly to the matter by remarking, bear in mind that it is not John Crawford, but John Counter that is now the Contractor, and he always does what he says.

Being glad to learn the work had at last fallen wholly into the hands of a person of the promptness represented by Mr. Jenkins, every thing was done in the way of advances from the retained per centage, &c., to aid in promoting an end so desirable,—a little better progress for a time was the result, but the force continued small and the management not in the least degree improved. Thus matters went on till about the middle of July, when an epidemic broke out that caused the work to be suspended for a few weeks. On the sickness partly abating Mr. Counter made considerable efforts to get on a larger force, to effect which a number of German Emigrants were sent on from Quebec, but unfortunately the Contractor forgot to provide either shelter or provisions for them,—from this glaring oversight much suffering resulted—the men were unaccustomed to the class of work, rendering their services in a great measure useless, and the absence of every thing in the shape of food or shelter brought on sickness of which upwards of 40 died. The inhabitants remonstrated through the newspapers and otherwise, yet nothing was done for the sufferers, till the Government took their case into consideration as already stated. Meantime the works were progressing slowly, and Mr. Counter occasionally amusing himself with hunting for flaws in the Contract, in which he however did not prove very successful. Towards Fall the labourers were not paid for upwards of two months, although regular monthly Estimates had been given. This also was the cause of much suffering and dissatisfaction.



From the foregoing it will be seen the arrangements were extremely defective, the management injudicious, the Contractor inexperienced, and the workmen starving, and I may add the trade of the Country suffering to an alarming extent from the manner in which the works were then and had hitherto been retarded; with a knowledge of these facts, it will at once be evident that a surrender of the Contract was not only desirable, but if withheld a forfeiture was inevitable.

In reference to the settlement made at the time of the surrender of the Contract, I freely confess my inability to give good and sufficient reasons for many of the items allowed, except on the grounds that I acted with a view to a liberal interpretation under existing circumstances, and of preventing every thing in the shape of claim being made or in future entertained.

Had strict justice, according to the terms of the Contract been meted out, a declaration of forfeiture instead of the acceptance of a surrender would have been the result. Hence the previous liberal treatment of the Government will, it is hoped, bear out the more than liberal settlement hitherto effected.

By referring to the Contract it will be seen:—

1st. That Earth Excavation throughout, that is to say, top and bottom, are at uniform prices, at which rates the Contractor was allowed, notwithstanding that nearly one-fourth of the bottoming remains to be done, one-half of which must be transported a greater distance than any previously excavated; or in other words, the work remaining will cost fully double the price of that done.

2nd. Rock Excavation was allowed for all boulders it was found necessary to blast or otherwise remove, by the Contract they were not to be allowed unless containing two cubic yards.

|                                                     |                  |
|-----------------------------------------------------|------------------|
| According to the latter measurement there were..... | C. YDS.<br>90 25 |
| By the former, there were.....                      | 485 63           |

3rd. The entire quantity excavated from the prism of the Canal was allowed and paid for as Earth Excavation. By the Contract, boulders were to be deducted when used for rip rap wall or Crib ballast, of which there are 25,415 cubic yards.

4th. The Contract price for pumping was £1500, of which fully two-thirds remains to be done,—the sum of £1250 was allowed.

5th. The sum of £614 2s. 6<sup>d.</sup> was allowed, being the amount retained on the surface excavation done by the first Contractors, that is to say, the difference between the price allowed Bowie and Cassels and the Contract price of Crawford and Milner, notwithstanding the Contractors were distinctly informed before executing any legal instrument that they had no claim nor need expect payment of any such amount.

6th. The sum of £658 13s. was allowed to pay the labourers and hired teams employed on the work after the 10th of November, that being the day Mr. Counter, by a letter, offered to surrender the Contract. The whole quantity of excavation done after that date was allowed to meet the expense of the Contractor's teams up to the time of the Appraisers award being made.

7th. The whole of the Plant, Machinery, tools, horses, scows, shanties and every thing connected with the work was taken off the Contractor's hands, and valued by Appraisers mutually chosen who awarded the sum of £2109 6s. 8<sup>d.</sup>

Had the work been completed according to agreement, the whole of the Plant, &c., would have remained on the Contractors hands, and could not have been sold for any other purpose, at one-fifth of the value put on it by the Appraisers.

The amounts thus paid, irrespective of the Contract, are as follows:—

|                                                                       |       |    |    |
|-----------------------------------------------------------------------|-------|----|----|
| For Plant, tools, &c., say three-fourths of award...                  | £1582 | 0  | 0  |
| “ Rock Excavation 395 at 4s.....                                      | 79    | 0  | 0  |
| “ do do allowed in excavation 395 at 12½d..                           | 20    | 11 | 5  |
| “ Sect. 1 Boulders allowed in excavation, 6,642 at 1s..               | 332   | 2  | 0  |
| “ Sect. 2 do do do 11,108 at 1s. 1d.                                  | 601   | 13 | 8  |
| “ Crib work do do do 7,655 at 1s....                                  | 382   | 15 | 0  |
| “ Pumping.....                                                        | 400   | 0  | 0  |
| “ Amount retained on surface excavation done by Con-<br>tractors..... | 614   | 2  | 6½ |
| Amount.....                                                           | £4012 | 4  | 7½ |

Thus it will be seen the Contractors have been paid the sum of £4012 4s. 7d. over and above what they had a right to expect by the Contract, besides having by far the most difficult and expensive portion of the work yet to be done, and retarding the operations for three years, thereby entailing a debt on the Province for interest alone of £5,400, and in addition, procrastinating till labour has risen so much in value, together with leaving the most expensive portion undone, that it will be necessary to apply to the Legislature, as already stated, for a further appropriation of £15,000 over the Original Estimate, making the over expenditure as follows, viz:—

|                                                     |         |   |   |
|-----------------------------------------------------|---------|---|---|
| Appropriation required.....                         | £15,000 | 0 | 0 |
| Interest on £30,000 for three years.....            | 5,400   | 0 | 0 |
| Amount paid irrespective of Contract.....           | 4,012   | 0 | 0 |
| Superintendence, &c., for three years, at £550..... | 1,650   | 0 | 0 |
| Additional cost caused by Contractors.....          | £26,062 | 0 | 0 |

Being a sum nearly equal to that they asked to complete the work in the first instance.

In conclusion, I must confess my inability to imagine on what principle of law, equity, or common sense, any man, or set of men, could expect to be paid an additional sum for alleged losses that no practical man would for a moment admit as having occurred, while the party making the appeal had, through sheer mismanagement, entailed a loss on the Province of £26,062, in addition to the injury done to the Commerce of the Country, especially individuals engaged in forwarding and shipping.

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

(Signed,) JOHN PAGE,  
Engineer of Public Works.

P. S.—In connection with this subject, I beg to draw your attention to my letter of the 2nd October, 1854, in reference to works of importance being placed in the hands of incompetent persons, at prices below their actual value.

(Signed,) J. PAGE.

*Memorandum of Documents Indorsed.*

- 1st. Schedule of Tenders Junction Canal.
- 2nd. Progress Estimate issued 18th December, 1854.
- 3rd. Memorial of J. Counter, Esquire.
- 4th. Letters of J. Page, inclosing surrender, &c., of Junction Canal Contract.

*To His Excellency the Governor General, &c., &c.*

The undersigned has the honor to report, for the information of Your Excellency, as follows, upon the Memorial of John Counter, Esquire, of Kingston, praying to be reimbursed for losses alleged to have been sustained by him in connection with the work of the Junction Canal.

That he cannot perceive upon what shadow of ground Mr. Counter is entitled to receive any compensation. The accompanying report of the Chief Engineer to the Department, together with further information obtained from the Assistant Commissioner, fully satisfied him that the losses sustained have been entirely owing to mismanagement of the work; that if they had been properly conducted, they would have been completed before any rise in labour or materials took place; that he has every reason to believe that Mr. Counter's going security for Messrs. Crawford & Milner was not disinterested, as represented, but that from the commencement he was to benefit, as he calculated, from the Contract.

That moneys paid by the Department on this work were applied to the carrying on of other works in the vicinity of Kingston.

That so far from the work being urged on with vigor, the Dredge vessel employed on it was taken away and placed on the other work adverted to, at a time when many thousand yards remained to be removed; and not a third of the force employed that should have been.

That the most cruel neglect was exhibited towards a number of unfortunate German emigrants, whom the Memorialist had induced to go up to the work, in the expectation of being well housed, and put into the receipt of wages to support themselves and families.

That the conduct of the Department, upon accepting the surrender of the Contract, when the works were at a stand still, has been favorable and liberal to Mr. Counter, to an extent that can scarcely be justified. That, by it, a sum of upwards of £4,000 was paid to Mr. Counter, to which he had no just right whatever, under the Contract.

That an evil of a most serious description is daily gaining ground in the country, namely, the permitting works of importance to get into the hands of inexperienced men, in connection with parties nominally "securities," but in reality having a per centage on the receipts. Such men tender for works at insufficient prices, trusting to some chance of "extras," or political influence to have compensation for "losses" made to them. By such a course the really honest and capable Contractor is shut out—and great pecuniary loss is ultimately sustained by the Province,—as in this case of upwards of £26,000,—independent of the advantages *proposed* from the works being delayed for several years.

The undersigned would draw the attention of Your Excellency to the accompanying report of the Engineer for more minute information in the case, which he is obliged to represent as one to which, in his opinion, any further favorable consideration cannot be given.

A tender from men of wealth, and in every respect capable of performing the work within the time specified, (April, 1853,) was but £2,850 over the one referred to in the foregoing.

These Contractors are now proceeding with the completion of the work, which will cost the Province £23,000 more than if their proposal had been accepted, and will involve a loss of three years advantage from the work.

Respectfully submitted.

(Signed,)

F. LEMIEUX,  
Chief Commissioner.

SWORD'S HOTEL,

QUEBEC, 21st April, 1855.

MY DEAR SIR,—I have taken the liberty to enclose you the within letter of the ex-Member of Stormont, and brother to Judge McLean, which I think is something like my case. I also was informed by the Hon. Mr. Seymour, that, when he was Member, in 1853, a Mr. Draper, Contractor on the St. Lawrence, was indemnified for losses in like manner. I have no doubt there are others. Hoping that you will soon report in my case,

Believe me sincerely yours,

(Signed,)

J. COUNTER.

The Honorable F. Lemieux,  
Chief Commissioner Public Works.

SWORD'S HOTEL,

QUEBEC, 19th April, 1855.

DEAR SIR,—You asked me whether, to my knowledge, any increase was ever given to the Contractors on the Cornwall Canal. In reply, I beg to say that there was an increase of thirty-three and a third added to the Contracts on the Cornwall Canal. If I mistake not, in the year 1834, in consequence of Cholera and an unexpected advance in all the necessaries of life. This was considered preferable to stopping the works, which, but for this advance, would, in all probability have taken place. I recollect the subject met with a decided approbation from Parliament, and the work was, in consequence, kept going. This advance was authorised by the Commissioners.

I remain, dear sir,

Yours, very truly,

(Signed,)

ALEX. McLEAN.

J. Counter, Esquire.

SWORDS' HOTEL,

QUEBEC, 3rd May, 1855.

SIR,—In acknowledging the receipt of your communication of the 28th ult., containing the reasons that caused the Governor in Council to decline the prayer of my memorial, I respectfully beg to submit for your consideration, the answers to the objections and trust they will be found satisfactory.

I would also beg to state, that I left with His Excellency the Governor General a duplicate of my memorial, signed by seventy of the Members of the Legislative Assembly, recommending it to the most favorable consideration of the Governor and Council.

The memorialists trust that the document in question will be found and the whole subject immediately acted upon favorably, as I have been here including last fall, six months, attending to this matter.

I have the honor to be, Sir,

Your most obedient servant,

(Signed,)

J. COUNTER,

Hon. G. E. Cartier,  
Provincial Secretary, &c., &c., &c.

1st. Because the losses in question appear to have been owing to the mismanagement of the work, which if properly conducted would have been completed before the rise in the prices of labour which you advanced as a reason for allowing your claim?—*Ans.* This I am satisfied must be an error because the first year they entered upon the work, it was after the failure of the first Contractors, and considerable delay was occasioned in making preparations, but once commenced, they engaged as many men as could be employed, and from what I was given to understand, the work was carried on diligently, the second year the waters of the St. Lawrence rose to an unprecedented height, and nearly all the men were employed in keeping the banks already made, from washing away, which was nearly the loss of the best part of the second year and occasioned very great loss to the contractors. The following year the work was commenced as soon as the frost would allow, and all the men that could work to advantage, were put on, when the Cholera broke out there were 234 men at work, but so malignant was the epidemic, that the men all left, the engineer also, the work was then stopped for at least two months, and when resumed in September, they were compelled to get Emigrants up from Quebec, at great expense, as the men that survive all left and could not be persuaded to resume their work. In respect to the mismanagement of the work, this is the first knowledge I have of such a complaint being made, on the contrary, when the Chief Engineer called on John Frazer and myself to sign a renewal of Contract, granted by the Board of Works, for an extension of time, in consequence of the very great delay occasioned by the rise of water, he the chief engineer was asked how things were progressing, he said “very satisfactorily” the men have done all that could be done” under the existing circumstances, and I am “sure the Government will consider the losses” they have sustained by the rise of the water; with respect to the price of labour, it is well known that this is also a mistake, as the rise took place the same year in which the work was commenced, both labour and provisions continued to increase until the government requested the surrender of the Contract; therefore the statement made is incorrect, for it was utterly impossible for the work to be done as stated, before the rise of labour and provisions.

2nd. Because there is reason to believe that you were not a disinterested security (as you represent yourself to have been) but that you intended to benefit by the contract?—*Ans.*—I most solemnly declare this statement to be incorrect and without the least foundation. I had been security for Joseph Milner, on contracts for 20 years, and never received one farthing for such security either directly or indirectly, I would here mention, that after the said contract was entered into, the contractors waited on me and asked me to become security to the Commercial Bank, I told them I could not do so without some remuneration, they answered if successful in their undertaking, they would have no objection to compensate me at the completion of their contract, but as there was no profits I of course did not receive anything.

3rd. Because it appears that moneys paid by the Department of Public Works on the work in question were applied to other works and that not one-third of the necessary number of men was engaged?—*Ans.*—There is part of this statement correct in some respects. The pay list for the month of October last amounted to something over eleven hundred pounds, there was in consequence of the cholera other large claims pressing for payment at the Canal, and at this time I was petitioning Parliament for an increase in the estimates, and when the Honorable member for Peterboro, moved for the said petition to be referred to a Committee of the House, the Honorable Commissioner of Public Works explained the reason for not allowing the said Committee, and further stated that arrangements had been made with Mr. Counter, to complete the contract, and in consequence of the extraordinary difficulties Mr. Counter had encountered, the G o

vernment will be disposed to deal liberally with him in the settlement. On the morning after this statement I waited on the Commissioner and asked him to let me have the sum of five thousand pounds on account of the very large advances I had made, he said you shall have it, and called Mr. Begly to enquire if there was any authority left by the contractors for Mr. Counter to obtain advances, he said there was not, the power of attorney lodged by the contractors was in favor of a Mr. Jenkins, we dont know Mr. Counter at all as having any right to receive any moneys on the contract. The Commissioners said you will have to get Mr. Jenkins here and he shall have the advance, I immediately telegraphed to Mr. Jenkins, he came down and when he arrived we went together to the Commissioner who then said I will give the money I promised, but you will have to wait until Monday next until my assistant arrives, I said as there is pressing demands at the junctions let Mr. Jenkins have the amount of the October month, and he shall have the other money in time for the wages, the Commissioner consented and the estimate was made and Mr. Jenkins received the October money amounting to something over eleven hundred pounds, the Commissioner said now Mr. Jenkins had better leave duplicate receipts signed in blank for the five thousand pounds and you shall have that next week, Mr. Jenkins then went with the Honorable the Commissioner into Mr. Strang's office and blanks were signed and left with that officer, now when the Assistant Commissioner arrived I could not see him for some days, and being very unwell I asked the Honorable member for Peterboro to call on Mr. Killaly, and explain to him what had occurred and ask his sanction, he positively refused and advised him to persuade me to surrender the contract up to Government as being the best plan under the circumstances that could be done, he came to me and advised me to do so and throw myself on the Government saying the Government have promised to deal liberally with you in the settlement, and as you have no legal claim but only rely on their promise and their liberal intentions, the best thing is to give up the contract as they request, otherwise the settlement being postponed they may argue that you not having given up the contract when they wished exonerates them from their promise. Well I said, I will see the Chief Commissioner first, I told him what had occurred, he was surprised, but on his return from seeing his assistant he said that he wished me to surrender. I said if I do so will you carry out your promises with me and recommend me to get any deficiency that may occur when the work is measured, he said whatever there is short after you get the price for the plant and measurement, I shall recommend you to get. I then said Mr. Commissioner cannot you let me have the five thousand pounds that you have blank receipts for, well he answered, if you call to-morrow morning I will see about it, I told him that I had incurred great responsibilities since the promise had been given, that I had purchased coal and other materials, had engaged and sent up 150 labourers and had paid their expenses, and that the money for the October wages which will be payable on the 15th of this month, was applied to other purposes than the payment of wages, but still purposes connected with the work. I called in the morning and the answer was that I could not get any money in advance until the measurement was completed, this is the cause of the men wanting their wages for the month of October. With respect to the number of men after the scourge of cholera was over it was very difficult to get men at all, and had we not been so visited there is not the shadow of doubt, from the spirited manner in which the work was commenced, that the Canal would have been completed before the close of the year had not the cholera come.

4th. Because the acceptance of the surrender of the Contract has been in the highest degree favorable and liberal towards you. A sum of £4,000 having been paid to you to which you had no legal claim under the Contract, and

Lastly, Because the failure of the original Contractors has occasioned a loss of upwards of £26,000 to the Province, besides the injury to the Trade by the non-completion of the work within the period limited by the Contract?—*Answer*. I cannot understand how the surrender is to my advantage or favorable to it. Had the promise been fulfilled and my loss made good, I should have been relieved from trouble, but as it has turned out, what I prayed for has been granted to others. When the Cholera broke out in 1834, the Contractors of the Cornwall Canal were placed in exactly the same position as mine, the work was entirely suspended, it was also followed by a great rise in breadstuffs, the Contractors were prostrated, the Commissioners took up their case and recommended them to Parliament, they granted them all an increase to their estimates of thirty-three and a third per cent., and allowed it to retrospect. Had my Petition been complied with in a similar way, I should now be in a favorable position, but others are receiving the fruits of my applications, they are receiving considerable more than double the price of the former Contractors. I understand they are getting Two shillings and seven pence per yard, for what the others received only one shilling and one penny, and all other parts of the works in proportion. Now, if one-third of this advance had been granted to me and allowed to retrospect, I should have recovered all my losses, for the amount of yards excavated was something like 300,000, and according to the report of the engineer on the works, there was not more than 75,000 yards to be done. Now, with respect to the £4,000 having been paid me without any legal claims under the Contract, I am astonished that any one could make such an assertion. I have not received a penny on the final measurement but was in accordance with the Contract. Indeed the Contractors expected at least more than double that sum; they think they have been wronged out of at least one hundred thousand yards; and so as to satisfy them, I had an understanding with the late Commissioner, that Mr. S. Keefer, on their part, should be allowed to assist in the measurement. I telegraphed from here after the acceptance of the surrender to Crawford and Jenkins to proceed to Brockville and procure the services of Mr. Keefer, and proceeded with him to the works which was done. On my return, I found that Mr. Keefer was not allowed to proceed, as no authority to that effect had been given him from the Board of Works, and the Chief Engineer refused to allow any other Engineer to examine his work or look after him. Finding this jealousy, and by the advice of Mr. Keefer, we had to dispense with his services any further, and take such measurement as he, the Chief Engineer, was willing to give. The Contractors, therefore, think they did not get justice; the £4000 spoken of was for the measurement, plant and material, &c.; and when the Chief Engineer had the award of the Arbitrators, which fell to his lot to choose two out of three (so that he had everthing his own way)—he, the Chief Engineer, myself and Mr. Jenkins went over all the different amounts, and several things that the Contractors claimed in the Schedule as extras he would not allow any one circumstance. Here I would mention the pumping with horses: engines night and day during the time of the Cholera, at a very large expense. I wanted the Chief Engineer to make good allowance for this—his reply was, you will have to go to the Government for large deficiencies, and no doubt they will be sure to refer your application to me to Report upon. This, connected with the Cholera, and the great loss by the rise in the St. Lawrence the year previous, will give me an opportunity to make out such a report as will ensure your success. Now, with respect to the last reasons for not allowing my claim, I think I have satisfactorily shown that no human being could have foreseen or guarded against the acts of Providence, and no matter who the Contractors were, these occurrences would have taken place—the very great unprecedented rise of the waters of the St. Lawrence, the Cholera, the War, provisions and labour doubling. The Corporation of Montreal advanced £12,000 in consequence of the Cholera alone, to the



Contractors for the Water Works, and even the Grand Trunk Railway Company, are seeking for the assistance of the Province, in consequence of causes transpiring which they could not foresee. After my arrival in this City, I waited on the late Commissioner of Public Works, the Honorable Mr. Chabot, and after sending my memorial, he said I must see Mr. Counter; as far as you are concerned I shall assist you all in my power; you have done everything you could to further the views of the Government, and have acted in every respect very honorably. I have therefore recommended that you receive £1000 of the amount. I pleaded with the Honorable gentleman, informing him what pecuniary difficulties this unforeseen outlay on my part had caused. I hoped therefore, if he could not recommend the whole of my loss, that he would add £2000 more, and make it £12,000. Well, he said we shall see. I was also informed by an Honorable Member of the House that a Mr. Draper, Contractor on the St. Lawrence, has been remunerated some 25 per cent. in 1853, on the amount of his Contract (in consequence of the material increase of wages) notwithstanding the Board of Works reported against him.

I trust, therefore, that your Honorable Council will, in the consideration of my claim, do me ample justice, and grant me the prayer of my memorial.

And, in duty bound, I will ever pray.

(Signed,) J. COUNTER.

MONTREAL, 19th May, 1855.

SIR,—I have carefully perused the accompanying reply of John Counter, Esq., to the reasons given by His Excellency the Governor General in Council, for declining to entertain his (Counters) claim for alleged losses connected with the Junction Canal works, and must say that this, the Memorialists third appeal, has been very shrewdly drawn up, although, as will hereafter be shewn, at the sacrifice of certain principles by most men held sacred, of course every possible allowance should be made for any one suffering under either real or imaginary grievances, but certainly these privileges so readily accorded, may be carried in some instances to an unjustifiable extent, whether this be the case or otherwise, with the subject again brought under consideration, may be gleaned from former letters, and the following remarks on the statements made in the reply alluded to above, each of which will claim attention in the order they occur in memorial, known as number three, viz:—

1st. Memorialist states, "the first year they entered on the work was after the failure of the first Contractors, and considerable delay was occasioned in making preparations, but once commenced the work was carried on diligently."

In reply, it is only justice to the first Contractors to say that they did not fail, but that, after giving the work a fair trial during the winter and spring, they considered their prices insufficient, and very prudently offered to surrender the contract, not only to save themselves from ultimate loss, but so as to admit of the Government re-letting the work before the season was too far advanced; they did 32,990 cubic yards of excavation, and received about 7<sup>d</sup>. per yard, they had laid down a portion of the Railway track, had a large quantity of ties and maple scantling delivered, cars built, and in fact, had such preparations made and men collected as admitted of the work being at once proceeded after it passed into the hands of the new Contractors, so that in reality no delay was experienced by Messrs. Crawford and Milner in making a start, except that the rise of the river necessitated a portion of the Railway track laid down by the first Contractors to be taken up and re-laid at a higher level, which occupied a few days, and at the



time was stated to have cost £65; for this and other inconveniences the sum of £100 has been allowed in the final estimate.

The fact of the work having been in the hands of other parties, whose chief reason for giving it up was inadequacy of price, ought certainly to have made any prudent Contractor pause before undertaking it at prices very little exceeding those of the original Contractor, still with these facts staring them in the face, Messrs. Crawford and Milner, after deliberately examining the nature of the materials and locality at a season and time when everything could be seen, declared the intention of proceeding with the work, and of having the whole completed by the 1st day of April, 1853. See contract and Report of the 7th April, 1855, on memorial number two.

By letter No. 1, appended, the Contractors, on the 9th August, 1852, are requested to make exertions, &c., &c., thus shewing that their attention was drawn, at an early stage of the operations, to the slow progress being made.

In reference to the alleged difficulties of the second (to which it would have been unnecessary here to allude had the parties complied with the conditions of this Contract,) namely, "nearly all the men were employed in keeping the banks already made from washing away."

It is quite true the banks were, on several occasions, cut into and destroyed by the action of the water, consequently, they had to be made up; but this, instead of forming the shadow of a claim to the Contractors, through whose negligence in protecting the Banks by a stone facing it was caused, ought, in reality to form a very serious charge against the Contractors for failing to comply with an essential condition of a Contract to which their attention was drawn the season previous.— [See Letters, Nos. 2 and 3, appended.] But even the washing away of the bank was, in some respects, to the Contractor's interests, inasmuch as it had to be replaced from the excavation, and, of course, carried to a less distance than to the extreme end of the embankment.

We are told, the third year "the work was commenced, as soon as the frost "would allow, and all the men that could work to advantage were put on;" this, of course, brings us into the summer of 1854, or beyond the period when the Contractors had failed a second time to fulfil their agreement; yet, an abortive attempt is made to claim credit on the ground of exertions made, that, in reality, were much less than the previous year, and barely one-half that of the first year, as may be seen by the quantity of work done and Check Roll kept by the Foreman.

Whether the working to advantage refers to the Contractor's interest or that of the Public, we are not told; at all events, sickness now suspended the principal part of the operations for a time; and, on this, the Memorialist rests the ground work of his far-fetched claim, although, from the leniency of the Government two distinct Contracts have been permitted to be set aside, and a third agreement to all intents and purposes, then about to be and now entirely broken up; yet, the cool assertion is made—"in respect to the mismanagement of the works, this is the "first knowledge that I (Memorialist) have of such a complaint being made—on "the contrary, when the Chief Engineer called on John Fraser and myself " (Memorialist) to sign a renewal of Contract, granted, &c., &c., he (the Chief "Engineer) was asked how things were progressing, he said very satisfactory, &c."

From the minute details given as to time and circumstances of the conversation alluded to, any one would, naturally, at once take it for granted that the said Engineer must have seen and talked with the said John Fraser and the Memorialist, but when they are told that the renewal of the Bonds were executed on the 28th May, 1853, and that Alexander McDonell, Esq., Attorney, West Williamsburg, prepared all the necessary papers, and went to Kingston to have them executed,— (See letter No. 4, from Mr. McDonald, and letters Nos. 5 and 6, sent to the Contractors, appended,)—and that the said Engineer never met the Memorialist before July, 1852, at the time when the first Contract was executed, and never saw or heard

from him again till, in June, 1854; and did not meet John Fraser between July, 1852, and December, 1854, as will be seen by reference to a letter from Mr. Fraser, (No. 7, appended;) and further, that he, the said Engineer, was not in Kingston in 1853, except for about one hour, in the month of November, and during that hour had not the pleasure of meeting any one he had ever seen before.

These being facts, it will naturally surprise any one that reads them as much as it does the writer, that the Memorialist should dare attempt to palm off such an unscrupulous, bare-faced assertion (for any purpose whatever) on the Legislative Assembly of the Province.

As regards the rise of labour, to which Memorialist again draws attention, it is only necessary to say that, in the winter of 1852, the first Contractors paid at the rate of 3s. per day to laborers, and, during the summer, from 3s. 6d. to 4s., was paid—the following winter, wages were again 3s. per day, it being a well known fact that labour advanced beyond these rates, till after the railway operations decided on about midsummer, 1853. Hence, the Canal, if completed according to Contract, would have been finished prior to the increase. But Memorialist manages to introduce rates applicable to the Fall of 1853 and summer of 1854, and asks compensation, as if the Government had let the work on any special rates of labor, instead of items of works, or without reference to the fact that the work should have been completed in the Spring of 1853, and, under no circumstances have been retarded beyond the Spring of 1854.

2d. As to whether Memorialist was a disinterested security or otherwise, that will of course be best known to the parties themselves, one thing is however certain, Mr. Crawford has repeatedly stated in my presence, that Memorialist was to have 25 per cent. of the profits arising out of the contract, and that he (Counter) had purchased out the interest of Milner, and subsequently had the whole interest of Crawford assigned to him, see Report dated 7th April. 1855.

When in Kingston in December last, the Memorialist by way of shewing the interest he took in prosecuting the work, stated that he had paid £250 for Milner's interest in the contract, and when the question of who the proper parties were that should sign the surrender and appraisal bonds, came up before Mr. Burrowes, Attorney, (Milner having left the place,) the Memorialist said he had certain documents that would show the above statement to be correct, and sent to several Lawyer's Offices for the purpose of obtaining them, but from whatever cause, real or pretended, they were not forthcoming, at all events Mr. Crawford stated he only executed the necessary Documents for closing the transaction, for the sake of accommodation under the advice of his Attorney. The legal opinion obtained being, that Memorialist's signature alone to a receipt in full, was sufficient, but from circumstances, unnecessary to relate here, that transpired while a settlement was pending, it was considered prudent to have the signatures of all the parties, a course to which the Solicitor applied, who said there was no objection, but many arguments in favor of its adoption, especially in a transaction with the Government. Hence the cause of so many signatures to the final certificate, emanated from a desire to prevent present or future technical quibbles from Counter.

3rd. Memorialist admits that the money paid on October estimate, was otherwise applied than to paying the laborers, but glosses over the irregularity, by introducing a long conversation, said to have taken place between himself and the chief Commissioners, the only portions of which that occurred to my knowledge are as follows—the October progress estimates amounted to £281—but Memorialist stated that it would take over £1100 to pay the current expenses, the chief Commissioners being desirous to have the work urged on from the great difficulties experienced of egress or ingress to the Iroquois Canal, resulting from the unfinished state of the embankment, and low stage of the River, causing many just complaints from forwarders and others, with that view he called on me and stated he would be glad I would cancel the estimate for £281, and make out

another for £1100, if such could consistently be done, so as to enable the Contractors to pay the men employed, on his being informed that all the per centage had been advanced during the summer, except £476, and without advancing on the pro rata rates, the sum asked could not be made up, and that I did not feel justified in increasing the latter, without having some authority to show for so doing, my instructions connected with the work being to take the contract as the guide in establishing these rates, with discretionary power, to make such advances from the retained per centage, as circumstances might demand, or the Commissioners authorize, and the latter had been already done to the fullest warrantable extent. On this the chief Commissioner stated he would issue a certificate for £400, which, with the retained per centage and estimate would amount to £1157—to be applied to the express purpose of paying the workmen.

As regard the Memorialists conversation and understanding with the Chief Commissioner, or of the manner his Petition was received by Parliament, I am unable to give any information, but believe the gentleman himself and that body are abundantly able to speak for themselves. With reference to the surrender of the contract being recommended by the Assistant Commissioner, it certainly appears extremely difficult to imagine how any one who consulted the interest of the Public could have advised otherwise. The contract had been forfeited for a considerable time, no progress was then making or had been made that could lead to the most distant hope the work would or could be finished under the existing management, see letters of March, 1854, and April 1855.

In fact seeing the manner in which the operations were conducted Mr. Crawford was advised in the winter of 1853, to surrender the Contract, which he at the time appeared inclined to do, and has since stated his regret that it was not done while he (Crawford,) had the power, and prior to the back money, valuation of Plant, &c., having been paid to Memorialist, from whom he (Crawford,) has no expectation of deriving any benefit.

With respect to the Canal "being completed, before the close of the year, "had not the Cholera come."

It is only necessary to refer to the time Roll of the previous month to Cholera making its appearance, and to the limited quantity of work done that and the previous months, in order to arrive at a conclusion irrespective of the Memorialist's assertions which if I mistake not, will, together with a very slight inquiry into the general management, produce a very serious doubt in the mind of any one in the least degree acquainted with such matters, of the Contractor's ability to complete the work by any given period, or at any known cost.

4th and lastly. The Memorialist appears not to understand how the acceptance of the surrender was favorable or liberal to him, as "what he prayed for was granted to o'hers," and quotes as an instance the assistance granted to the Contractors on the Cornwall Canal in 1834. He has, however, been unfortunate in his selection, the cases as a whole being the reverse of parallel. The parties alluded to were not behind contract-time with their work, but were visited by the Cholera during the first year's operations, and not 16 months after their Contract should have been completed, as in the case of Memorialist, while at the same time works of the magnitude of those on the Cornwall Canal were something new in the Province, and the parties entering into them deserved a degree of consideration unjustifiable now when so many competent and extensive Contractors can be readily procured.

Memorialist remarks that "others are receiving the fruits of his applications, "as he understands they are receiving more than double the prices of the former Contractors for earth excavation, and other items of the work in proportion."

It seems cheering to have at last come across one solitary tangible fact, after wading through so many pages of manuscript.

The present Contractor does get more than double the prices embraced in the former Contract, but unfortunately for both him and the public he has triple the difficulties of those encountered by the former Contractors to contend with, having in reality little or nothing to excavate except hard materials near the bottom of the cut. Hauling to the extreme end of the embankment already formed, while the entire work to be done is under water, and in fact he has had to accept in part payment a class of tools scarcely adapted to the work, (the property of the former Contractors,) some of which he choose to throw aside rather than use, and sold at a loss such others as could be disposed of; whereas the work done by and to which Memorialist alludes consisted chiefly of a good class, and in some cases of the best description of excavation, only a small portion of the bottoming having been done, the haul short compared with what remains, and the pumping correspondingly less; but it should be borne in mind that the portion remaining to be done was also embraced in the original Contract, for which there was an uniform rate; hence it will be evident that if strict legal justice had been the guide in the settlement made with Memorialist, a reduction from the rate paid for the upper and easiest portion of the work would have been made to meet the additional expenses of the lower and most difficult portion, as was done in the case of Messrs. Bowic & Cassels, the first Contractors, from whom the sum of £614 2s. 6d. was deducted, the whole of which was paid to Memorialist. Instead, however, of adopting this course the whole of the Contract price was paid for all the work done up to the time of the surrender, so that it certainly appears to come with very bad grace from Memorialist to attempt drawing an invidious comparison between the prices now being paid for the most difficult part of the work, when the full contract price was paid him for the easiest, but in this it appears he has an object. "If one-third of those advances had been granted to me and allowed to retrospect I should have recovered all my losses," or, in other words, give me all the money I want, no matter at what sacrifice to the public interest. Such a principle once admitted it might well be asked where or when should it terminate? what is the use of entering into any Contract if not one solitary condition, either as to time or rate, is expected to be fulfilled? As regards the quantities of work done these will be seen on reference to the final estimate, and Memorialist's astonishment may be easily allayed of why "any one could make the assertion of £4,000 having been paid without any legal claim under the Contract," by his attention being drawn to that instrument, and to the final certificate. His surprise might dupe those who had never seen or heard of how Contracts are prepared and expected to be executed, but it will scarcely pass muster with those who have had anything directly or indirectly to do with them, (see details given in letter of the 7th April,) for information on this point.

"They (the Contractors) think they have been wronged out of at least one hundred thousand yards." The absurdity of this statement is of a piece with many others, and not unlike the conversation said to been held with the Chief Engineer, a person with whom Memorialist had not spoken within the year in which it was said to have taken place. The original cross sections, together with those of the work when given up, and the calculations of quantities will be forwarded.

In reference to what Memorialist says about the Chief Engineer refusing to allow Mr. Keefer or any other Engineer to look after him in settling up the matter, &c., &c.

I have only to say that in the latter end of November, 1854, S. Keefer, Esq., called on me and stated he had been requested by Mr. Counter to come to the Junction Canal, but was not aware of the object; after conversing on various subjects, among the rest of the Government accepting the surrender of the work, I shewed him (Mr. Keefer) my instructions relative to closing the contract, on reading them he said I do not understand what Counter means, but suppose that he is like some

others I have met, unacquainted with such business, thinks that Engineers or other public officers might be disposed to take a one sided view. This, as near as I can recollect, was the substance of the conversation between myself and Mr. Keefer, see his letter No. 8. appended; wherein, Mr. Keefer states that Mr. Counter informed him his services would not be required, inasmuch as the claim had been settled to his (Counters) satisfaction, how far this bears out the Memorialist assertion I leave others to judge; as also of the fact whether I could consistently have entered into the details of other peoples business, with any one who shewed neither authority from the Contractors or the Public Works Department, but as no one offered of course none were refused.

If the Contractors think they did not get justice, they certainly deserve the credit of thinking one thing and saying another. Mr. Crawford and even the Memorialist himself expressed satisfaction at the treatment received in the settlement. The former I fully believe meant what he said, but of the latter I freely confess myself to be in a predicament not unlike that mentioned by Mr. Keefer. I do not understand what he means.

Here another highly graphic sentence occurs. "The chief Engineer had the award of the arbitrators which fell to his lot to choose two out of the three (so that he had every thing his own way.") The facts being on ascertaining that no settlement about plant, &c., could be effected on any reasonable terms with the memorialist, it was agreed to leave the matter to appraisement, in which I stipulated that at least two of the parties should know the value of the articles on which they were to decide, with that object in view Benjamin Chaffey, Esquire, was named by me and William Patrick, Esquire, M. P. P., by memorialist, but on learning from Mr. Patrick that he was unacquainted with the value of that class of property, I insisted on the third person being a judge of its value. Memorialist proposed to ballot for the third which was at once agreed to, he put in three names I put in one, memorialist drew out the name put in by me which was David Brown, Esquire, Montreal. The appraisers met, the bonds were put in their hands, memorialist and myself walked over the works with them and Mr. Crawford was on the spot the greater portion of the time. After the valuation and award was made out it was paid without a question being asked, and so far as my having or wishing to have my own way, I did not even object to memorialist handing to the appraisers an exaggerated statement of the value of the articles prior to the valuation taking place, having full confidence throughout that the persons chosen would do justice, and I am satisfied they have done so.

In reference to the statement that "the chief Engineer, memorialist and Mr. Jenkins went over all the different amounts and several things that the contractors claimed in the schedule as extras, he would not allow any one circumstance, here I would mention the pumping with horses night and day during the time of the cholera, &c., &c.

It may be said that every item was allowed at once except one which was for the removal of stone at the head of Iroquois Canal wherein a difference of £10 occurred. I sent to the foreman at the time employed by memorialist and got the time which corresponded with that kept by the foreman employed by the Department, still the item was kept open till we saw Mr. Crawford in Kingston, who agreed it was correct as well as all the other items.

These being facts, I can only attribute memorialist's assertions to be the result of his own fertile imagination operating through the visionary medium of a statement he seemed very desirous to impress upon me about the time of the settlement, namely: that the Commissioners were anxious to make great allowance for "extras" in reply to which he was informed that in digging a Canal and forming a clay bank only where the class of Materials were well known and described, there was little or no margin for "extras" and much less when the work was left in an incomplete state.

Judging from the indescribable course taken by Memorialist throughout, and from his Political influence being so repeatedly trumpeted in my ears, I considered it imprudent to close the matter with him entirely alone, for that reason Mr. Baillargé was requested to be present at the interview, when the details of the final estimate were first under examination, and I adopted a still further precaution of leaving it open until I reached Kingston, for two reasons, one being to ascertain Mr. Crawford's views of the estimate, and the other being to give him (Crawford,) an opportunity of getting the money, if not prevented by the assignment, being under the impression that if money was really lost, on the work, that he (Crawford,) was the loser. Notwithstanding Memorialists assertions to the contrary, Mr. Crawford was however so circumstanced, that he could not avail himself of the opportunity, but expressed himself highly satisfied with the treatment received, and on being asked whether he knew of any other items that could reasonably be allowed, or whether any of those in the estimate could be increased, he (Crawford) replied that the settlement was more liberal than he could have asked, and on Memorialist drawing attention to the fact of £250 having been retained on the bulk sum stated in the contract for pumping, I answered that as more than three fourths of the pumping remained to be done, I could not possibly justify paying the whole amount, but have kept back only enough to shew the work was incomplete; what the memorialist represents to be, as being the reply of the Chief Engineer, when asked to make good allowance for pumping would be correct, or at least as near so as could be expected under the circumstances; could Memorialist modestly allow himself to take credit for a short-set speech, expressing his own views so minutely, and merely change the second into the first person, and "vice versa."

We are told "the Corporation of Montreal advanced £12,000, for Cholera alone, to the Contractors of the Water Works."

The public are so well acquainted with the history of the advance allowed to us to render it necessary to say more than the conclusion arrived at by the Memorialist, is extremely absurd.

Then follows a conversation said to have taken place between Memorialist and the late Chief Commissioner of Public Works, in which the latter is represented as having said, "so far as you, (the Memorialist) is concerned, you have "done every thing to further the views of the Government, and have acted in "every respect, very honorably, &c., &c.; now with all due respect to the Memorialist and the Authority said to have expressed an opinion, I must confess my inability to see or know what the Memorialist has done to further the views of the Government, in regard to the work in question, except making promises and assertions, that to the best of my knowledge were never fulfilled; and from which no benefit in any one shape has ever been derived, on the contrary many facts could easily be adduced, that would show much less suffering and damage has resulted from Memorialist having any thing, directly or indirectly to do with the prosecution of the works.

Having thus, at the risk of being considered tedious, adverted to the several statements made in the reply, I leave to the decision of others which or if any of Memorialist's assertions or alleged conversations, although so skilfully and with such apparent candour introduced, have even the merit of being founded on facts, and to draw attention to a circumstance that no one who has carefully read over the document can have failed to observe, namely, the alleged losses, grievances, and difficulties, are all humbly endured in the first person, I, (the Memorialist;) but the unhallowed complaints, fault-finding and dissatisfaction, altogether emanate in the third person, they, (the Contractors,) which, so far as I can judge, seems very much like forcibly pushing others into the breach, and striving to over-reach them in collecting the spoils.

It has been shewn in this, as also in former Reports, that the "Cholera" did not make its appearance, till 16 months after the work should have been completed, according to the first Contract, and not till four months after it should have been finished by the second agreement; but, although the trade and commerce of the country has been and still continues to be more or less injured by these unnecessary delays, we find the Memorialist regardless of these facts, in a very plausible manner putting forth a claim based chiefly on exertions said to have been made in the summer of 1854, and which, be it understood, consists mainly, if not altogether, in obtaining permission from the Emigrant Agent to have a few of the fresh arrivals landed at the Junction Canal, instead of their being sent elsewhere, that this was acceded to is well known in the vicinity of the works, as also the treatment they received—[See my letter of the 20th Nov., 1854, praying the Commissioners, if possible, to grant something to relieve the pressing wants of these poor destitute creatures, and letters, dated 1st December, 1854, and 12th January, 1855, from the Secretary of Public Works to Mr. Baillargé, inclosing the sum of £75, for the purpose of purchasing provisions; also, a letter dated 4th December, 1854, published in the *Prescott Telegraph*, signed by nineteen respectable inhabitants of Edwardsburg, and endorsed by Vout Rebra, German Interpreter, No. 9, appended.]

These, if I mistake not, will shew without referring to other matters of less public notoriety or further comment how much credit is due Memorialist under that head, but if they fail to convince, reference may be made to the widows and helpless orphans, now paupers on the community, who have survived the dreadful ravages of disease engendered by starvation and the absence of shelter, that brought the husbands and fathers to an untimely grave.

It would, however, be injudicious to close this Report without alluding more particularly to the position of the works, and whether the operations have been or were likely to be injuriously affected by the rise of the water of the St. Lawrence, to which Memorialist draws attention.

On reference to the map it will be seen that the line of canal, with few exceptions, follows along the margin of the River, and consists chiefly of an embankment of earth obtained from two thorough cuts, one situated near the middle, the other towards the upper end of the work, and from other points in the vicinity; the banks being made by commencing immediately at the ends of the cuts, and extended outwards through the several bays and shoals at an uniform height over the water line, and when complete intended as a whole to connect two separate sections of canal, so that the level can be maintained irrespective of the rise and fall of the river.

With a view of carrying out these objects, certain conditions were inserted in the specification and contract, so as to save and economize in the quantity of material removed, namely; the bank, in the first instance, was to be kept 8 or 10 feet short of its full cross section on the inside at such places where the bottom was not sufficiently low, afterwards it was to be made of the full dimensions and height by using the material excavated from the bottom, which, in all cases where of good quality, was to be used for embankment.

But the rise of the St. Lawrence in 1852, rendered it necessary to raise the bank at once to its full height, and in order to admit of the Contractors laying down a double track Railway on which to transport the materials from the cut on the lower section, it was made also of the full width; towards Fall of the same year the Contractors represented it would be to their advantage to be permitted to dredge out the bottom at such places where the material would admit; this was at once granted in order to facilitate the work, although the greater portion of the material dredged had to be wasted.

These facts, if I mistake not, will shew that the rise of the water complained of, was rather an advantage than otherwise to the contractors inasmuch as it ad-



mitted of a larger quantity of embankment to be put within the same distance, and altogether obviated the necessity of making up the top bank with material from the bottom of the cut, especially from the unfinished state in which the whole of the works have been left, while at the same time the idea of the depth of the water in the remotest degree increasing the difficulty or expense of making an earth embankment where the material was measured in excavation is absurd, which will at once shew to any one acquainted with such matters whose attention has been turned to the subject the groundless nature of the Memorialist's self-manufactured claim and complaints.

In conclusion, I beg again to allude to former letters on the evils that arise from works of importance getting into the hands of incompetent persons connected with others nominally, "securities" but in reality getting per centage on the proceeds, such parties not unfrequently tender for work either knowingly or otherwise at insufficient prices, trusting to be able to over reach or brow beat the officers in charge in small matters, and of "extras" backed occasionally by political influence to bring about inquiries into extraordinary unforeseen difficulties which exist in the parties own imagination only, so as to make up losses and leave a good margin for profits. This course it will be evident, not only shuts out honest and capable contractors, but results in delay and additional expenditure as in the case now before us.

In connection with the subject of this alleged claim generally, I take this opportunity of stating that in my humble opinion the decision arrived at by His Excellency the Governor in Council, conveyed to the Memorialist by a letter of the 28th ultimo, is correct.

I have the honor to be, Sir,

Your obedient servant,

(Signed,

JOHN PAGE,  
Engineer Pub. Works.

Thomas A. Begly, Esquire,  
Secretary Public Works.

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No. 1.

(Copy.)

JUNCTION CANAL OFFICE,

EDWARDSBURGH, 9th August, 1852.

GENTLEMEN,—By the estimate made on the 1st August, it will be seen that during the month of July last, only 15000 cubic yards was excavated from the through cut situate at the upper end of section No. 2, or the total quantity of work done on that section amounted to 30,000 cubic yards.

The approximate estimate shews that in the thorough cut alone there was 140,000 cubic yards, thus on the 1st August there remained 110,000 cubic yards in the cut. It will be evident from this statement that your greatest force ought to be concentrated at the point above alluded to, in order to enable you to extend and close the embankment immediately after this season's navigation is suspended, so that advantage may be taken of drawing down the water through the Matilda Canal for the purpose of obtaining better facilities during the ensuing winter of deepening the channel in the several bays and shoals situate on both sections of your work.

In order to effect this object with any degree of certainty, it will be necessary that 30,000 cubic yards monthly be excavated, transported and deposited so as to



extend the embankment from the cut downwards, at the upper end of section No. 2, this will be the more evident when you consider that in about 3½ months from this date navigation is likely to be closed.

I have the honor to be, Gentlemen,  
Your obedient servant,

(Signed,) JOHN PAGE,  
Engineer.

Messrs. Crawford and Milner,  
Contractors Iroquois Canal.

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No. 2.

(Copy.)

JUNCTION CANAL OFFICE,  
EDWARDSBURGH, 14th July, 1852.

GENTLEMEN,—You will scarcely have failed to observe that the embankments now in course of construction on your works are being washed and carried away by the surf formed on the River in case of high winds, and also the waves produced by passing Steamboats.

In order to guard against a continuance of such unsatisfactory results I beg your attention to that clause in the specification which provides for the protection of the bank, "as soon as it is formed to its proper slope, by a rip rap wall," and I trust you will see the necessity for the present, as also for the future, compliance with tenor of the clause alluded to.

I have the honor to be,  
Gentlemen,  
Your obedient servant,

(Signed,) JOHN PAGE,  
Engineer.

Messrs. CRAWFORD & MILNER,

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No. 3.

(Copy.)

JUNCTION CANAL OFFICE,  
EDWARDSBURGH, 14th September, 1852.

GENTLEMEN,—I beg again to remind you of the immediate necessity of making greater exertions to have the rip rap wall formed outside the several embankments on your work, for the purpose of protecting them from the present action of the surf, and against the destructive effects of ice during the ensuing winter. With that view your attention is requested to a letter on the same subject sent from this office, and dated 14th July, 1852, in which reasons are given for being so urgent with this portion of the work. Trusting you will adopt measures to promote the object in view,

I have the honor to be,  
Gentlemen,  
Your obedient servant,

(Signed,) JOHN PAGE,  
Engineer.

Messrs. Crawford & Milner,  
Contractors Junction Canal.

No. 4.

Copy.

WEST WILLIAMSBURG,

10th May, 1855.

DEAR SIR,—In reply to your note of the 9th instant, I have to state that I went to Kingston with the documents connected with the extension of time for completing the Junction Canal, (I think) on the 27th May, 1853, I saw Mr. Counter the next day, and had the papers executed, you were not present, nor had you accompanied me at all.

Yours, very truly,

(Signed,)

A. McDONELL.

John Page, Esquire,

No. 5.

(Copy.)

LACHINE CANAL OFFICE,

MONTREAL, 23rd April, 1853.

GENTLEMEN,—In a letter addressed to you on the 23th March, last, you were informed that the Commissioners of Public Works, had consented to grant you another year for the completion of the Junction Canal Works, provided your sureties became a party to the new arrangements, and that the original contract had been lodged in the hands of Alexander McDonell, Esq., Attorney, for the purpose of preparing the necessary documents, to effect the object in view.

I beg again to urge on you the necessity of at once having the matter closed so that no interruption may be caused in the issue of the regular monthly Estimates, otherwise, should delay of payment be experienced, it will be caused solely by your want of attention to the information conveyed in this and my former letter.

I am, Gentlemen, &amp;c., &amp;c.

(Signed,)

JOHN PAGE,

Super. Engr.

Messrs. Crawford & Milner,  
Contractors, Junction Canal.

No. 6.

(Copy.)

LACHINE CANAL OFFICE,

MONTREAL, 28th March, 1853.

GENTLEMEN,—In reply to your letter informing the Department of Public Works that you will not be able to complete the works connected with the Junction Canal at the time stated in your contract, and praying that the time for completion may be extended, I am directed to inform you that the Commissioners after a full inquiry into the subject, are willing to grant you another year for the completion of the works for which you have contracted, and in order that the matter may be placed in a proper position, the original articles of agreement have been placed in the hands of Alexander McDonell, Esquire, Attorney, West Williamsburg, who has received instructions to prepare the necessary documents, extending the time of completion to the first day of April 1854.

It is therefore desirable to have these papers executed at your earliest convenience, so that no delay may be experienced in issuing the regular monthly estimates.

The Commissioners are desirous that you should immediately adopt measures to prosecute the works with energy.

I am, Gentlemen, &c., &c.,

(Signed,) JOHN PAGE,  
Superintending Engineer.

Messrs. Crawford and Milner,  
Contractors Junction Canal.

—  
No. 7.

(Copy.)

KINGSTON, 8th May, 1855.

DEAR SIR,—In reply to your letter of the 8th instant, I have no recollection of meeting you except when the contract was signed and at its release.

I am, dear sir,  
Yours respectfully,

(Signed,) JOHN FRASER.

John Page, Esquire.

—  
No. 8.

(Copy.)

GANANOQUE, 18th May, 1855.

DEAR SIR,—I take the earliest opportunity of replying to your note of the 10th instant, in which you say that Mr. Counter states in a memorial to the Legislature, that you refused to allow me to act for him in settling up his Junction Canal affairs, on the grounds that I had no authority to that effect from the Public Works Department.

I am ready to give you a clear and distinct denial of this statement, for I can confidently assert that, in your intercourse with me, there was nothing said by you which, in the remotest degree, would bear the interpretation put upon it by Mr. Counter.

The statement surprises me, for I was afterwards informed by Mr. Counter that my services would not be required, inasmuch as you had settled his claim to his satisfaction.

I remain, dear sir,  
Yours very truly,

(Signed,) SAMUEL KEEFER.

Mr. John Page,  
Chief Engineer Public Works,  
Montreal.

No. 9.

*To the Editor of the Prescott Telegraph..*EDWARDSBURG, *December 4th, 1854.*

DEAR SIR,—We, the undersigned, are constrained to appeal to the public at large, through the columns of your Journal, in behalf of about two hundred starving German Emigrants, who are left among us, at this inclement season, in a very inhuman manner, by the party that brought them here. The facts of the case, as represented by the interpreter, are as follows:—He states that Mr. Counter, or his Agent, hired those poor people some months ago at Quebec, to come up to work for him at the Junction Canal at this place, representing to them that shanties and stores were prepared for them, and all ready to move into. They accordingly came up, but instead of those representations being correct, a great portion of the poor people were obliged to sleep out of doors, under all kinds of weather, from which they were relieved by death.

The remainder are now out of employment, (although they were promised work, when hired at Quebec, to the first day of May next) and are only kept from starving by the charity of the people in this village. It is to be hoped that the Government will immediately take steps to relieve them; and if the parties engaging poor emigrants under false pretensions, and then giving up or stopping their works, throwing so many poor people out of employment, are allowed to go with impunity, then there is no security for emigration at all.

(Signed,)

W. F. CATES,

Coroner,

D. CLARK,

T. OLIVER,

W. S. AKIN, P.M.,

JAMES THOMPSON,

GEO. P. ANDERSON,

JOHN McCARTHAR,

JAMES McCARTHAR,

T. W. IRVING,

JOHN IRVING,

ALEX. McMILLAN,

THOS. WADDELL,

CHAS. C. THOMPSON,

G. M. GATES,

K. McPHERSON,

ALEX. McMILLAN,

Collector, Port Elgin,

DANIEL AKIN,

ALLAN CAMERON,

J. A. BAILEY.

I, the undersigned, do hereby certify, that the foregoing Statement is true and correct in all particulars.

(Signed,)

VONT REBRA,

German Interpreter,

The Toronto Globe, Montreal Gazette, and Quebec Morning Chronicle are requested to copy the above.

SWORD'S HOTEL,

QUEBEC, May 26, 1855.

MY DEAR SIR,—I do not think that the arguments introduced into the reply of the Board of Works affect my application, because they all refer to the Contract, whereas, when I gave up the Contract, and signed the usual receipt, it was with the perfect understanding, both with the Hon. Commissioners and Chief Engineer, that I did not accept that settlement as a discharge of my claim, because when I first made application to the Government for relief, I was promised, by the Board of Works, that if I would complete the Contract, being only the Surety and not the Contractor, my losses should be all made good, and further, that to enable me to complete the Contract, the monthly estimates should be made to cover the disbursements, so that I should require to make no further advances, and, on these pledges of the Government being repeated by them in the House, I withdrew my motion for a Committee, and was well satisfied to go on and complete the work.

The Board of Works, in pursuance of the above understanding, added to the first succeeding estimate, being for October, which only amounted to something under £300, the balance of the draw-back about £400, and because these two sums together did not meet the expenditure, which amounted to upwards of £1,100, added £400 more, thus ratifying and confirming, by their action, the agreement under which I had consented to withdraw my motion for Committee.

The Board of Works, the very next morning, on my application, made me a further promise of an advance of £5,000, on account of the losses afterwards to be made good in full; and so assured was I of the good faith of the Hon. Commissioner in this promise, that after I had, at his request, left the receipts in the office, I acted as if I had the money in my possession; the disappointment caused me very great inconvenience.

I was proceeding to carry on the work with vigour on the above understanding, when I was solicited by the Government to surrender the Contract, with which I readily complied, on the renewal of the pledges of the Government by the Hon. Commissioner of Public Works, that my losses should be all made good, though you will readily perceive that with the agreement above mentioned it was no advantage to me to surrender; these pledges and agreements are the grounds of my claim, and I have seen nothing in either of Mr. Page's Reports which affects or tends in the least to set them aside.

I am, my dear sir,

Your most obedient servant,

J. COUNTER.

The Hon. J. A. Macdonald,  
Attorney General, West,  
&c., &c., &c.

GENERAL STATEMENTS

OF

BAPTISMS, MARRIAGES, & BURIALS,

IN THE DISTRICTS OF

QUEBEC, MONTREAL, THREE RIVERS, AND GASPE',

For the Year 1854 ;

AND

SUPPLEMENTARY STATEMENT FOR THE DISTRICT OF MONTREAL,

FOR THE YEARS

1851, 1852, & 1853.

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GENERAL STATEMENT AND RETURN OF BAPTISMS,  
QUEBEC, for

| COUNTIES.                 | PARISHES NORTH<br>OF THE<br>RIVER ST. LAWRENCE. | RELIGIOUS<br>DENOMINATIONS. | BAPT-          |    |
|---------------------------|-------------------------------------------------|-----------------------------|----------------|----|
|                           |                                                 |                             | Males.         |    |
| QUEBEC .....              | Notre Dame de Québec .....                      | Catholic .....              | 606            |    |
|                           | Hotel Dieu .....                                | do .....                    | 581            |    |
|                           | St. Roch de Québec .....                        | do .....                    | 40             |    |
|                           | General Hospital .....                          | do .....                    | 26             |    |
|                           | Sainte Foye .....                               | do .....                    | 47             |    |
|                           | Ancienne Lorette .....                          | do .....                    | 48             |    |
|                           | Saint Ambroise .....                            | do .....                    | 61             |    |
|                           | Charlesbourg .....                              | do .....                    | 8              |    |
|                           | Beauport .....                                  | do .....                    | 64             |    |
|                           | St. Dunstan and other places .....              | do .....                    | 43             |    |
|                           | Metropolitan Church .....                       | English Protestant .....    | 21             |    |
|                           | St. Andrew's Church .....                       | Church of Scotland .....    | 17             |    |
|                           | St. Peter's Chapel .....                        | Protestant Episcopal .....  | 14             |    |
|                           | Mariner's Chapel .....                          | do do .....                 | 17             |    |
|                           | Military Congregation .....                     | do do .....                 | 9              |    |
|                           | Valcartier and Stoneham .....                   | Church of Scotland .....    | 21             |    |
|                           | Chalmers' Church .....                          | Presbyterian .....          | 33             |    |
|                           | Wesleyan Church .....                           | Methodists .....            | 4              |    |
|                           | Travelling Missionary .....                     | Church of England .....     | 8              |    |
|                           | Mission of Valcartier .....                     | do do .....                 | 8              |    |
|                           | Marine Hospital .....                           | Catholic .....              | 8              |    |
|                           |                                                 |                             | 1659           |    |
|                           | PORTNEUF .....                                  | Grondines .....             | Catholic ..... | 34 |
|                           |                                                 | Deschambault .....          | do .....       | 64 |
|                           |                                                 | Cap Santé .....             | do .....       | 57 |
|                           |                                                 | Ecureuils .....             | do .....       | 10 |
|                           |                                                 | St. Raymond .....           | do .....       | 45 |
| St. Bazile .....          |                                                 | do .....                    | 36             |    |
| Pointe aux Trembles ..... |                                                 | do .....                    | 41             |    |
| St. Augustin .....        |                                                 | do .....                    | 42             |    |
| St. Casimir .....         |                                                 | do .....                    | 44             |    |
| St. Catherine .....       |                                                 | do .....                    | 29             |    |
|                           |                                                 |                             | 402            |    |

MARRIAGES AND BURIALS, IN THE DISTRICT OF  
the year 1854.

| -ISMS.<br>Females. | MARRIAGES. | BURIALS. |          | Total<br>Baptisms. | Total<br>Burials. | Increase. | Decrease. | REMARKS. |
|--------------------|------------|----------|----------|--------------------|-------------------|-----------|-----------|----------|
|                    |            | Males.   | Females. |                    |                   |           |           |          |
| 567                | 316        | 578      | 501      | 1178               | 1079              | 94        |           |          |
| 550                | 237        | 22       | 20       | 1181               | 1687              | 444       |           | 42       |
|                    | 1          | 3        | 10       | 18                 | 18                |           |           | 13       |
| 51                 | 29         | 28       | 30       | 91                 | 58                | 33        |           |          |
| 44                 | 24         | 30       | 33       | 70                 | 63                | 7         |           |          |
| 56                 | 23         | 26       | 29       | 103                | 55                | 48        |           |          |
| 45                 | 18         | 13       | 19       | 93                 | 32                | 61        |           |          |
| 63                 | 25         | 44       | 53       | 124                | 97                | 27        |           |          |
| 15                 | 4          | 5        | 4        | 23                 | 9                 | 14        |           |          |
| 57                 | 73         | 93       | 61       | 121                | 154               |           |           | 33       |
| 39                 | 56         | 45       | 20       | 82                 | 65                | 17        |           |          |
| 17                 | 27         | 68       | 20       | 38                 | 88                |           |           | 50       |
| 11                 | 4          | 15       | 8        | 25                 | 23                | 2         |           |          |
| 18                 | 7          | 22       | 5        | 35                 | 27                | 8         |           |          |
| 8                  |            | 1        | 2        | 17                 | 3                 | 14        |           |          |
| 87                 | 17         | 20       | 24       | 58                 | 44                | 14        |           |          |
| 28                 | 25         | 15       | 24       | 61                 | 39                | 22        |           |          |
| 2                  |            | 28       | 35       | 6                  | 63                |           |           | 57       |
| 14                 | 3          | 8        | 2        | 22                 | 5                 | 17        |           |          |
| 8                  |            | 197      | 79       | 16                 | 276               |           |           | 260      |
| 1630               | 889        | 1629     | 1293     | 3239               | 2922              | 822       |           | 455      |
| 22                 | 12         | 12       | 10       | 56                 | 22                | 34        |           |          |
| 69                 | 24         | 28       | 25       | 133                | 53                | 80        |           |          |
| 44                 | 25         | 19       | 14       | 101                | 33                | 68        |           |          |
| 13                 | 5          | 8        | 6        | 23                 | 14                | 9         |           |          |
| 33                 | 7          | 13       | 14       | 33                 | 27                | 6         |           |          |
| 32                 | 10         | 8        | 5        | 63                 | 13                | 50        |           |          |
| 39                 | 23         | 17       | 15       | 80                 | 32                | 48        |           |          |
| 32                 | 21         | 26       | 17       | 74                 | 43                | 31        |           |          |
| 37                 | 10         | 13       | 11       | 81                 | 24                | 57        |           |          |
| 21                 | 9          | 8        | 6        | 50                 | 14                | 36        |           |          |
| 347                | 146        | 152      | 123      | 749                | 275               | 474       |           |          |

GENERAL STATEMENT AND RETURN OF BAPTISMS, MARRIAGES, AND BURIALS, IN THE DISTRICT OF QUEBEC, &c—

| COUNTIES.      | PARISHES NORTH<br>OF THE<br>RIVER ST. LAWRENCE. | RELIGIOUS<br>DENOMINATIONS. | BAPTISMS. |
|----------------|-------------------------------------------------|-----------------------------|-----------|
|                |                                                 |                             | Males.    |
| MONTMORENCY..  | L'Ange Gardien .....                            | Catholic .....              | 12        |
|                | Chateau Richer .....                            | do .....                    | 34        |
|                | Ste. Anne.....                                  | do .....                    | 25        |
|                | St. Féréol.....                                 | do .....                    | 23        |
|                | St Joachim .....                                | do .....                    | 33        |
|                | St. Laurent, Ile d'Orléans .....                | do .....                    | 14        |
|                | St. Jean do .....                               | do .....                    | 24        |
|                | St. François do .....                           | do .....                    | 10        |
|                | St. Pierre do .....                             | do .....                    | 12        |
|                | Ste. Famille do .....                           | do .....                    | 21        |
|                |                                                 |                             |           |
| SAGUENAY ..... | St. François Petite Rivère .....                | Catholic .....              | 14        |
|                | Baie Saint Paul .....                           | do .....                    | 83        |
|                | Ste. Agnès .....                                | do .....                    | 41        |
|                | St. Urbain .....                                | do .....                    | 18        |
|                | Eboulemens .....                                | do .....                    | 53        |
|                | St. Irénée.....                                 | do .....                    | 26        |
|                | Isle aux Coudres.....                           | do .....                    | 14        |
|                | Malbaie.....                                    | do .....                    | 80        |
|                | Grande Baie.....                                | do .....                    | 95        |
|                | Tadoussac and other places .....                | do .....                    | 23        |
|                |                                                 |                             |           |

PARISHES SOUTH OF THE

|                 |                                          |                            |     |
|-----------------|------------------------------------------|----------------------------|-----|
| LOTBINIERE .... | St. Jean Deschailions .....              | Catholic .....             | 54  |
|                 | Lotbinière .....                         | do .....                   | 57  |
|                 | Ste. Croix.....                          | do .....                   | 77  |
|                 | St. Antoine de Tilly .....               | do .....                   | 89  |
|                 | St. Giles and other places .....         | do .....                   | 50  |
|                 | St. Sylvestre .....                      | do .....                   | 73  |
|                 | Mission of St. Giles and parts adjacent. | Church of England.....     | 31  |
|                 |                                          |                            | 481 |
| MEGANTIC .....  | St. Ferdinand d'Halifax .....            | Catholic .....             | 73  |
|                 | St. Calxite (Somerset).....              | do .....                   | 67  |
|                 | Mission of Leeds .....                   | Presbyterian Church .....  | 12  |
|                 | Township of Leeds, &c. ....              | Wesleyan Congregation..... | 19  |
|                 | Ste. Julie (Somerset) .....              | Catholic .....             | 42  |
|                 | Mission of Leeds .....                   | Church of England.....     | 15  |
|                 |                                          | 228                        |     |

MARRIAGES, AND BURIALS, IN THE DISTRICT OF QUEBEC, (Continued.)

| MARRIAGES. | BURIALS. |          | Total<br>Baptisms. | Total<br>Burials. | Increase. | Decrease. | REMARKS. |
|------------|----------|----------|--------------------|-------------------|-----------|-----------|----------|
|            | Males.   | Females. |                    |                   |           |           |          |
| 19         | 8        | 7        | 5                  | 81                | 12        | 19        |          |
| 27         | 18       | 12       | 12                 | 61                | 24        | 37        |          |
| 14         | 12       | 14       | 16                 | 89                | 30        | 9         |          |
| 18         | 8        | 6        | 5                  | 41                | 11        | 30        |          |
| 21         | 13       | 13       | 12                 | 54                | 25        | 29        |          |
| 14         | 9        | 2        | 11                 | 23                | 13        | 15        |          |
| 27         | 11       | 12       | 8                  | 51                | 20        | 31        |          |
| 11         | 2        | 6        | 3                  | 21                | 9         | 12        |          |
| 18         | 4        | 5        | 8                  | 30                | 13        | 17        |          |
| 17         | 6        | 11       | 9                  | 38                | 20        | 18        |          |
| 186        | 86       | 88       | 89                 | 394               | 177       | 217       |          |
| 14         | 10       | 6        | 7                  | 28                | 13        | 15        |          |
| 64         | 35       | 34       | 37                 | 147               | 71        | 76        |          |
| 37         | 9        | 7        | 3                  | 78                | 10        | 68        |          |
| 12         | 3        | 3        | 8                  | 30                | 11        | 19        |          |
| 57         | 25       | 25       | 12                 | 110               | 37        | 73        |          |
| 24         | 16       | 4        | 11                 | 50                | 15        | 35        |          |
| 9          | 6        | 10       | 4                  | 23                | 14        | 9         |          |
| 92         | 42       | 13       | 20                 | 172               | 33        | 139       |          |
| 85         | 23       | 22       | 13                 | 180               | 35        | 145       |          |
| 19         | 14       |          |                    | 42                |           | 42        |          |
| 413        | 183      | 124      | 115                | 860               | 239       | 621       |          |

RIVER ST. LAWRENCE.

|     |     |     |     |     |     |     |  |
|-----|-----|-----|-----|-----|-----|-----|--|
| 50  | 11  | 14  | 25  | 104 | 89  | 65  |  |
| 71  | 20  | 21  | 21  | 128 | 42  | 86  |  |
| 51  | 23  | 24  | 18  | 128 | 42  | 86  |  |
| 93  | 36  | 31  | 32  | 182 | 68  | 119 |  |
| 46  | 12  | 15  | 13  | 96  | 23  | 68  |  |
| 72  | 27  | 25  | 13  | 145 | 38  | 107 |  |
| 19  | 2   | 2   | 2   | 50  | 4   | 46  |  |
| 402 | 131 | 132 | 124 | 833 | 256 | 577 |  |
| 62  | 16  | 14  | 9   | 135 | 23  | 112 |  |
| 63  | 23  | 16  | 12  | 130 | 28  | 102 |  |
| 18  | 6   | 3   |     | 30  | 3   | 27  |  |
| 16  | 8   |     |     | 35  |     | 35  |  |
| 36  | 6   | 5   | 5   | 78  | 10  | 68  |  |
| 11  | 2   | 2   |     | 26  | 2   | 24  |  |
| 206 | 61  | 40  | 26  | 434 | 66  | 368 |  |



GENERAL STATEMENT AND RETURN OF BAPTISMS, MAR- &c.—

| COUNTIES.                           | PARISHES SOUTH OF THE RIVER ST. LAWRENCE. | RELIGIOUS DENOMINATIONS.             | BAPT-              |     |
|-------------------------------------|-------------------------------------------|--------------------------------------|--------------------|-----|
|                                     |                                           |                                      | Males.             |     |
| DORCHESTER . . . . .                | St. Nicolas . . . . .                     | Catholic . . . . .                   | 57                 |     |
|                                     | St. Jean Chrysostôme . . . . .            | do . . . . .                         | 67                 |     |
|                                     | St. Joseph Pointe Levy . . . . .          | do . . . . .                         | 60                 |     |
|                                     | Notre Dame de la Victoire . . . . .       | do . . . . .                         | 187                |     |
|                                     | St. Henry . . . . .                       | do . . . . .                         | 70                 |     |
|                                     | St. Anselme . . . . .                     | do . . . . .                         | 47                 |     |
|                                     | Ste. Claire . . . . .                     | do . . . . .                         | 57                 |     |
|                                     | St. Isidore . . . . .                     | do . . . . .                         | 69                 |     |
|                                     | Ste. Marie, Nouvelle Beauce . . . . .     | do . . . . .                         | 70                 |     |
|                                     | St. Elzéar . . . . .                      | do . . . . .                         | 56                 |     |
|                                     | St. François . . . . .                    | do . . . . .                         | 76                 |     |
|                                     | St. Joseph . . . . .                      | do . . . . .                         | 69                 |     |
|                                     | St. Vital de Lambton, &c. . . . .         | do . . . . .                         | 59                 |     |
|                                     | St. Bernard . . . . .                     | do . . . . .                         | 48                 |     |
|                                     | St. George Aubert Gallion . . . . .       | do . . . . .                         | 36                 |     |
|                                     | St. Victor de Tring . . . . .             | do . . . . .                         | 39                 |     |
|                                     | Ste. Marguerite . . . . .                 | do . . . . .                         | 45                 |     |
|                                     | Ste. Hénédine . . . . .                   | do . . . . .                         | 28                 |     |
|                                     | St. Frederick . . . . .                   | do . . . . .                         | 50                 |     |
|                                     | St. Lambert . . . . .                     | do . . . . .                         | 27                 |     |
|                                     | St. Romuald . . . . .                     | do . . . . .                         | 17                 |     |
| Mission of Pointe Levy, &c. . . . . | Church of England . . . . .               | 10                                   |                    |     |
| Township of Frampton . . . . .      | Catholic . . . . .                        | 21                                   |                    |     |
|                                     |                                           |                                      | 1215               |     |
| BELLECHASSE . . . . .               | Beaumont . . . . .                        | Catholic . . . . .                   | 28                 |     |
|                                     | St. Charles, Rivière Boyer . . . . .      | do . . . . .                         | 43                 |     |
|                                     | St. Gervais . . . . .                     | do . . . . .                         | 69                 |     |
|                                     | St. Michel . . . . .                      | do . . . . .                         | 51                 |     |
|                                     | St. Vallier . . . . .                     | do . . . . .                         | 22                 |     |
|                                     | Berthier . . . . .                        | do . . . . .                         | 17                 |     |
|                                     | St. François, Rivière du Sud . . . . .    | do . . . . .                         | 32                 |     |
|                                     | St. Lazare . . . . .                      | do . . . . .                         | 50                 |     |
|                                     | St. Raphael . . . . .                     | do . . . . .                         | 55                 |     |
|                                     |                                           |                                      |                    | 367 |
|                                     | L'ISLET . . . . .                         | St. Pierre, Rivière du Sud . . . . . | Catholic . . . . . | 30  |
| St. Thomas . . . . .                |                                           | do . . . . .                         | 85                 |     |
| Cap St. Ignace . . . . .            |                                           | do . . . . .                         | 61                 |     |
| L'Islet . . . . .                   |                                           | do . . . . .                         | 116                |     |
| St. Jean, Port Joli . . . . .       |                                           | do . . . . .                         | 81                 |     |
| St. Roch des Aulnets . . . . .      |                                           | do . . . . .                         | 50                 |     |
| Isle aux Grues . . . . .            |                                           | do . . . . .                         | 9                  |     |
| Grosso Isle or St. Luc . . . . .    |                                           | do . . . . .                         | 7                  |     |
|                                     |                                           |                                      | 489                |     |

-RIAGES, AND BURIALS, IN THE DISTRICT OF QUEBEC, —(Continued.)

| BAPTISMS. | MARRIAGES. | BURIALS. |          | Total Baptisms. | Total Burials. | Increase. | Decrease. | REMARKS. |
|-----------|------------|----------|----------|-----------------|----------------|-----------|-----------|----------|
|           |            | Males.   | Females. |                 |                |           |           |          |
| 61        | 28         | 22       | 12       | 118             | 34             | 84        |           |          |
| 57        | 38         | 21       | 26       | 124             | 47             | 77        |           |          |
| 57        | 25         | 55       | 37       | 117             | 92             | 25        |           |          |
| 120       | 60         | 99       | 72       | 257             | 171            | 86        |           |          |
| 68        | 35         | 22       | 24       | 133             | 46             | 87        |           |          |
| 45        | 22         | 24       | 17       | 92              | 41             | 51        |           |          |
| 58        | 17         | 20       | 19       | 115             | 39             | 76        |           |          |
| 54        | 18         | 13       | 18       | 123             | 31             | 92        |           |          |
| 63        | 25         | 35       | 21       | 133             | 56             | 77        |           |          |
| 70        | 17         | 12       | 11       | 126             | 23             | 103       |           |          |
| 55        | 14         | 17       | 11       | 131             | 28             | 103       |           |          |
| 58        | 22         | 21       | 17       | 127             | 38             | 89        |           |          |
| 71        | 13         | 14       | 10       | 130             | 24             | 106       |           |          |
| 42        | 4          | 13       | 6        | 90              | 19             | 71        |           |          |
| 35        | 12         | 2        | 6        | 71              | 8              | 63        |           |          |
| 55        | 5          | 6        | 5        | 94              | 11             | 83        |           |          |
| 27        | 11         | 10       | 4        | 72              | 14             | 58        |           |          |
| 34        | 15         | 6        | 8        | 62              | 14             | 48        |           |          |
| 42        | 4          | 7        | 3        | 92              | 10             | 82        |           |          |
| 27        | 6          | 7        | 7        | 54              | 14             | 40        |           |          |
| 8         | 7          | 6        | 6        | 25              | 12             | 18        |           |          |
| 10        | 8          | 18       | 5        | 20              | 23             |           | 3         |          |
| 19        | 3          | 8        | 5        | 40              | 13             | 27        |           |          |
| 1181      | 415        | 458      | 350      | 2346            | 808            | 1541      | 3         |          |
| 25        | 8          | 8        | 8        | 53              | 16             | 37        |           |          |
| 36        | 14         | 10       | 9        | 79              | 19             | 60        |           |          |
| 67        | 30         | 20       | 21       | 136             | 41             | 95        |           |          |
| 37        | 24         | 17       | 16       | 88              | 33             | 55        |           |          |
| 23        | 9          | 12       | 16       | 45              | 28             | 17        |           |          |
| 29        | 14         | 11       | 11       | 46              | 22             | 24        |           |          |
| 39        | 14         | 15       | 15       | 71              | 30             | 41        |           |          |
| 51        | 13         | 12       | 16       | 101             | 28             | 73        |           |          |
| 52        | 19         | 15       | 26       | 107             | 41             | 66        |           |          |
| 359       | 145        | 120      | 138      | 726             | 258            | 468       |           |          |
| 28        | 5          | 7        | 7        | 58              | 14             | 44        |           |          |
| 38        | 32         | 39       | 54       | 173             | 93             | 80        |           |          |
| 54        | 16         | 30       | 21       | 115             | 51             | 64        |           |          |
| 96        | 35         | 42       | 43       | 212             | 85             | 127       |           |          |
| 95        | 36         | 20       | 33       | 176             | 53             | 123       |           |          |
| 56        | 28         | 35       | 39       | 106             | 74             | 32        |           |          |
| 10        | 1          | 8        | 4        | 19              | 12             | 7         |           |          |
| 7         |            | 14       | 18       | 14              | 32             |           | 18        |          |
| 484       | 153        | 195      | 219      | 873             | 414            | 477       | 18        |          |

DISTRICT OF QUEBEC.—(Continued.)

| COUNTIES.         | BAPTISMS. |          | MARRIAGES. |
|-------------------|-----------|----------|------------|
|                   | Males.    | Females. |            |
| QUEBEC .....      | 1650      | 1630     | 889        |
| PORTNEUF .....    | 402       | 347      | 146        |
| MONTMORENCY ..... | 208       | 186      | 86         |
| SAGUENAY .....    | 447       | 413      | 183        |
| LOTBINIERE .....  | 431       | 402      | 131        |
| MEGANTIC .....    | 228       | 206      | 61         |
| DORCHESTER .....  | 1215      | 1131     | 415        |
| BELLECHASSE ..... | 367       | 359      | 145        |
| L'ISLET .....     | 439       | 434      | 153        |
|                   | 5396      | 5108     | 2209       |

Increase ..... 5,565

BAPTISMS,—Males .....

Females .....

BURIALS,—Males .....

Females .....

Total Increase .....

PROTHONOTARY'S OFFICE,  
Quebec, 28th March, 1855.

The Government of Canada, Dr.

To BURROUGHS & FISET, Joint Prothonotary of the

For making an abstract of 105 Registers of Baptisms, Marriages, and Burials, for  
For the Tabular Statement .....

For three Copies of the same for the three Branches of the Legislature, at 20s...

Total .....

6 Geo. 4 cap. 8.

PROTHONOTARY'S OFFICE,  
Quebec, 28th March, 1855.

—RECAPITULATION.

| BURIALS. |          | TOTAL<br>BAPTISMS. | TOTAL<br>BURIALS. | INCREASE. | DECREASE. | REMARKS. |
|----------|----------|--------------------|-------------------|-----------|-----------|----------|
| Males.   | Females. |                    |                   |           |           |          |
| 1629     | 1293     | 3239               | 2922              | 822       | 455       |          |
| 152      | 123      | 740                | 275               | 474       |           |          |
| 88       | 89       | 394                | 177               | 217       |           |          |
| 124      | 115      | 860                | 239               | 621       |           |          |
| 132      | 124      | 833                | 250               | 577       |           |          |
| 40       | 26       | 434                | 66                | 368       |           |          |
| 458      | 350      | 2346               | 808               | 1541      | 3         |          |
| 120      | 138      | 726                | 258               | 468       |           |          |
| 195      | 219      | 873                | 414               | 477       | 18        |          |
| 2938     | 2477     | 10504              | 5415              | 5565      | 476       |          |

Decrease ..... 476

|       |      |       |
|-------|------|-------|
| ..... | 5396 |       |
| ..... | 5108 | 10504 |
| ..... | 2938 |       |
| ..... | 2477 | 5415  |
| ..... |      | 5565  |

BURROUGHS & FISET,  
P.S.C.

Superior Court of the Circuit of Lower Canada.

the District of Quebec, for the year 1854, at 5s. each.....£ 26 5 0

..... 2 0 0

..... 3 0 0

.....£ 31 5 0

Comb. 55, 34, 77.

GENERAL STATEMENT OF BAPTISMS, MARRIAGES, AND BURIALS, MADE IN THE DISTRICT OF MONTREAL, during the year 1854.

| COUNTIES. | PARISHES.                                                               | BAPTISMS. |          |
|-----------|-------------------------------------------------------------------------|-----------|----------|
|           |                                                                         | Males.    | Females. |
| MONTREAL  | Montreal Parish Church, Catholic                                        | 1896      |          |
| do        | Hôpital Général Sœurs Grises                                            | 3         |          |
| do        | Christ Church, Protestant Episcopal                                     | 50        |          |
| do        | St. Helen Garrison                                                      | 2         |          |
| do        | Montreal Garrison                                                       | 23        |          |
| do        | St. George's Chapel                                                     | 22        |          |
| do        | Trinity Chapel, Protestant Episcopal, or Church of England              | 15        |          |
| do        | St. Thomas Church, Protestant Episcopal                                 |           |          |
| do        | Griffintown, St. Anne's Chapel, Protestant Episcopal                    |           |          |
| do        | St. Mary's Chapel, Current St. Mary                                     |           |          |
| do        | Episcopal Church Society for Montreal                                   | 15        |          |
| do        | St. Pauls Church, Presbyterian, St. Helen Street                        | 16        |          |
| do        | Scotch Church, St. Gabriel Street                                       | 20        |          |
| do        | St. Andrew's Church, Presbyterian                                       | 49        |          |
| do        | Presbyterian Church, St. Lawrence Suburb                                | 4         |          |
| do        | American Presbyterian Church, Great Saint James Street                  |           |          |
| do        | Côté Street Free Church, or Presbyterian Church                         | 13        |          |
| do        | French Presbyterian Church                                              |           |          |
| do        | Eglise Evangélique Française                                            |           |          |
| do        | Wesleyan Methodist Congregation, Great Saint James Street               | 23        |          |
| do        | Wesleyan Methodist Circuit of Montreal                                  | 13        |          |
| do        | First Congregational Church, St. Maurice Street                         |           |          |
| do        | Second Congregational Church, Gosford Street                            |           |          |
| do        | United Associate Church, Lagachetière Street                            | 10        |          |
| do        | Baptist Church, St. Helen Street                                        |           |          |
| do        | Jewish Church                                                           | 5         |          |
| do        | Unitarian Church                                                        | 11        |          |
| do        | Congregational Church in Zion Church                                    | 9         |          |
| Lachine   | Catholic Church                                                         | 39        |          |
| do        | Church of England                                                       | 8         |          |
| do        | Church of Scotland                                                      |           |          |
|           | St. Joachim de la Pointe Claire                                         | 53        |          |
|           | Ste. Anne du Bout de L'Isle                                             | 27        |          |
|           | Ste. Geneviève                                                          | 64        |          |
|           | St. Laurent                                                             | 64        |          |
|           | Sault au Recollet                                                       | 44        |          |
|           | St. Joseph de la Rivière des Prairies                                   | 22        |          |
|           | Point aux Trembles                                                      | 16        |          |
|           | Longue Pointe, St François d'Assise                                     | 16        |          |
|           | Eglise Congrégationelle dite Evangélique Française, Pointe aux Trembles | 1         |          |
|           |                                                                         | 2053      |          |

AND BURIALS, MADE IN THE DISTRICT OF MONTREAL, year 1854.

| -ISMS. | MARRIAGES. | BURIALS. |          | Increase. | Decrease. | Total Increase. | Total Decrease. | REMARKS.   |
|--------|------------|----------|----------|-----------|-----------|-----------------|-----------------|------------|
|        |            | Males.   | Females. |           |           |                 |                 |            |
| 1326   | 585        | 1550     | 1660     |           | 488       |                 |                 |            |
| 4      |            |          | 2        | 5         |           |                 |                 |            |
| 37     | 29         | 75       | 56       |           | 44        |                 |                 |            |
| 3      |            |          | 1        | 4         |           |                 |                 |            |
| 11     | 1          | 28       | 6        |           |           |                 |                 |            |
| 19     | 26         | 30       | 21       |           | 10        |                 |                 |            |
| 23     | 24         | 15       | 13       | 10        |           |                 |                 |            |
|        |            |          |          |           |           |                 |                 | No Return. |
|        |            |          |          |           |           |                 |                 | do.        |
|        |            |          |          |           |           |                 |                 | do.        |
| 14     | 15         | 9        | 4        | 16        |           |                 |                 |            |
| 18     | 44         | 12       | 16       | 6         |           |                 |                 |            |
| 16     | 10         | 10       | 14       | 12        |           |                 |                 |            |
| 27     | 27         | 44       | 31       | 1         |           |                 |                 |            |
| 6      | 1          | 2        | 6        | 2         |           |                 |                 |            |
|        |            |          |          |           |           |                 |                 | No Return. |
| 22     | 14         | 9        | 13       | 13        |           |                 |                 | No Return. |
|        |            |          |          |           |           |                 |                 | do.        |
| 15     | 23         | 14       | 8        | 16        |           |                 |                 |            |
| 12     | 21         | 16       | 12       |           | 3         |                 |                 |            |
|        |            |          |          |           |           |                 |                 | No Return. |
|        | 1          |          | 1        |           | 1         |                 |                 |            |
| 7      | 2          | 10       | 7        |           |           |                 |                 | No Return. |
|        |            |          |          |           |           |                 |                 |            |
| 2      | 3          | 3        | 7        |           | 3         |                 |                 |            |
| 3      | 5          | 5        | 6        | 3         |           |                 |                 |            |
| 12     | 4          | 10       | 13       |           | 2         |                 |                 |            |
| 29     | 14         | 43       | 40       |           | 15        |                 |                 |            |
| 9      | 1          | 17       | 7        |           | 7         |                 |                 |            |
|        |            |          |          |           |           |                 |                 | No Return. |
| 45     | 19         | 43       | 24       | 31        |           |                 |                 |            |
| 28     | 10         | 20       | 12       | 23        |           |                 |                 |            |
| 44     | 13         | 41       | 36       | 31        |           |                 |                 |            |
| 45     | 16         | 62       | 50       |           | 3         |                 |                 |            |
| 45     | 16         | 41       | 42       | 6         |           |                 |                 |            |
| 18     | 10         | 23       | 17       |           |           |                 |                 |            |
| 27     | 7          | 21       | 20       | 2         |           |                 |                 |            |
| 23     | 4          | 20       | 32       |           | 18        |                 |                 |            |
|        |            |          |          |           |           |                 |                 |            |
|        | 3          | 2        | 1        |           | 2         |                 |                 |            |
| 1890   | 948        | 2175     | 2178     | 181       | 591       |                 | 410             |            |

GENERAL STATEMENT OF BAPTISMS, MARRIAGES, AND

BURIALS, IN THE DISTRICT OF MONTREAL, &c.—(Continued.)

| COUNTIES.                                                                          | P A R I S H E S .                           | BAPT-                                   |
|------------------------------------------------------------------------------------|---------------------------------------------|-----------------------------------------|
|                                                                                    |                                             | Males.                                  |
| VAUDREUIL .....                                                                    | Vaudreuil, Catholic .....                   | 76                                      |
|                                                                                    | Ile Perrot .....                            | 14                                      |
|                                                                                    | Rignaud .....                               | 68                                      |
|                                                                                    | Soulanges, Paroisse des Cèdres .....        | 49                                      |
|                                                                                    | St. Ignace du Côteau du Lac .....           | 44                                      |
|                                                                                    | St. Polycarpe .....                         | 105                                     |
|                                                                                    | St. Marthe .....                            | 46                                      |
|                                                                                    | Côteau du Lac, Episcopal Congregation ..... | 6                                       |
|                                                                                    | Vaudreuil, Protestant .....                 | 13                                      |
|                                                                                    | Church of Scotland, Côte St. George .....   |                                         |
|                                                                                    | St. Clot .....                              | 30                                      |
|                                                                                    | St. Zotique .....                           | 36                                      |
|                                                                                    |                                             | 487                                     |
|                                                                                    | LAC DES DEUX MONTAGNES ..                   | Mission du Lac des deux Montagnes ..... | 28 |
| St. Eustache, Catholic .....                                                       |                                             | 97                                      |
| St. André d'Argenteuil .....                                                       |                                             | 58                                      |
| St. Benoit .....                                                                   |                                             | 59                                      |
| St. Hermas .....                                                                   |                                             | 49                                      |
| St. Scholastique .....                                                             |                                             | 102                                     |
| St. Raphaël de l'Isle Bizard .....                                                 |                                             | 19                                      |
| St. Placide .....                                                                  |                                             | 40                                      |
| Notre Dame de Pitié de Grenville .....                                             |                                             | 34                                      |
| St. Augustin .....                                                                 |                                             | 43                                      |
| St. Colomban .....                                                                 |                                             | 18                                      |
| St. Eustache, Scotch Presbyterian .....                                            |                                             | 3                                       |
| La Chute, do do .....                                                              |                                             | 18                                      |
| Associate Synod of the Secession Church, St. Eustache .....                        |                                             |                                         |
| Grenville and Chatham, Presbyterian .....                                          |                                             | 50                                      |
| Gore Settlement, Church of England, Grenville .....                                |                                             | 25                                      |
| Congregational Church, St. Andrews .....                                           |                                             | 9                                       |
| St. Andrews, Scotch Presbyterian .....                                             |                                             | 1                                       |
| Presbyterian Church of Canada .....                                                |                                             |                                         |
| Baptist Church in St. Andrews .....                                                |                                             | 2                                       |
| Wesleyan Methodist Congregation on the Circuit of Point Fortune, St. Andrews ..... |                                             | 28                                      |
| United Presbyterian Church, LaChute .....                                          |                                             |                                         |
|                                                                                    |                                             | 688                                     |

| -ISMS. | MARRIAGES. | BURIALS. |          | Increase. | Decrease. | Total Increase. | Total Decrease. | REMARKS.   |
|--------|------------|----------|----------|-----------|-----------|-----------------|-----------------|------------|
|        |            | Males.   | Females. |           |           |                 |                 |            |
| 81     | 25         | 46       | 45       | 66        |           |                 |                 |            |
| 10     | 5          | 10       | 11       | 3         |           |                 |                 |            |
| 59     | 23         | 42       | 31       | 54        |           |                 |                 |            |
| 37     | 14         | 38       | 34       | 14        |           |                 |                 |            |
| 40     | 12         | 29       | 10       | 45        |           |                 |                 |            |
| 102    | 23         | 54       | 44       | 109       |           |                 |                 |            |
| 46     | 23         | 24       | 27       | 41        |           |                 |                 |            |
| 7      | 3          | 9        | 1        | 3         |           |                 |                 |            |
| 7      | 7          | 10       | 5        | 5         |           |                 |                 |            |
| 44     | 13         | 23       | 25       | 26        |           |                 |                 | No Return. |
| 40     | 8          | 18       | 20       | 38        |           |                 |                 |            |
| 473    | 156        | 303      | 253      | 404       |           | 404             |                 |            |
| 18     | 7          | 18       | 16       | 12        |           |                 |                 |            |
| 99     | 36         | 71       | 51       | 74        |           |                 |                 |            |
| 76     | 16         | 35       | 26       | 73        |           |                 |                 |            |
| 54     | 17         | 47       | 22       | 44        |           |                 |                 |            |
| 34     | 12         | 20       | 10       | 53        |           |                 |                 |            |
| 104    | 31         | 52       | 54       | 100       |           |                 |                 |            |
| 24     | 5          | 25       | 26       |           | 8         |                 |                 |            |
| 28     | 11         | 18       | 17       | 33        |           |                 |                 |            |
| 32     | 12         | 19       | 13       | 34        |           |                 |                 |            |
| 44     | 13         | 23       | 22       | 42        |           |                 |                 |            |
| 10     | 2          | 3        | 2        | 23        |           |                 |                 |            |
| 6      | 1          | 5        | 4        |           |           |                 |                 |            |
| 7      | 11         | 2        | 5        | 18        |           |                 |                 |            |
| 54     | 37         | 12       | 8        | 84        |           |                 |                 | No Return. |
| 24     | 4          | 9        | 8        | 32        |           |                 |                 |            |
| 9      |            | 5        | 2        | 11        |           |                 |                 |            |
| 2      | 9          | 2        | 2        |           | 1         |                 |                 |            |
| 1      | 2          |          | 1        | 2         |           |                 |                 | No Return. |
| 35     | 8          | 4        | 4        | 55        |           |                 |                 | No Return. |
| 661    | 234        | 370      | 293      | 690       | 9         | 681             |                 |            |

GENERAL STATEMENT OF BAPTISMS, MARRIAGES, AND

| COUNTIES.                                 | PARISHES.                                                                                                                                                                                     | BAPT-             |    |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----|
|                                           |                                                                                                                                                                                               | Males.            |    |
| TERREBONNE ....                           | St. Jérôme .....                                                                                                                                                                              | 111               |    |
|                                           | Terrebonne .....                                                                                                                                                                              | 45                |    |
|                                           | Ste. Rose .....                                                                                                                                                                               | 62                |    |
|                                           | St. Vincent de Paul .....                                                                                                                                                                     | 48                |    |
|                                           | St. Martin, Catholic .....                                                                                                                                                                    | 92                |    |
|                                           | Ste. Anne des Plaines .....                                                                                                                                                                   | 32                |    |
|                                           | Ste. Thérèse de Blainville, Catholic .....                                                                                                                                                    | 74                |    |
|                                           | St. Janvier du Pays Fin .....                                                                                                                                                                 | 44                |    |
|                                           | St. François de Sales, (Isle Jésus) .....                                                                                                                                                     | 25                |    |
|                                           | St. Sauveur .....                                                                                                                                                                             | 32                |    |
|                                           | Ste. Thérèse de Blainville, Eglise Evangélique .....                                                                                                                                          | 4                 |    |
|                                           | Ste. Thérèse, Scotch Presbyterian .....                                                                                                                                                       | 5                 |    |
|                                           | United Associate Congregation of New Glasgow .....                                                                                                                                            | 3                 |    |
|                                           | St. Martin, Church of England .....                                                                                                                                                           | 7                 |    |
|                                           | Church of England, New Glasgow and Kilkenny .....                                                                                                                                             |                   |    |
|                                           | Missionary of the Protestant Episcopal Church for the Township of Clifton, Mille Isle, Horan, Wentworth, Lochaber, Portland, and St. Jerome Parish, Côte St. Gabriel, Petite Nation, &c. .... |                   |    |
|                                           | Ste. Sophie .....                                                                                                                                                                             | 21                |    |
|                                           | Ste. Adèle de la Circoncison .....                                                                                                                                                            |                   |    |
|                                           |                                                                                                                                                                                               | 625               |    |
|                                           | LEINSTER.....                                                                                                                                                                                 | St. Jacques ..... | 84 |
| L'Assomption .....                        |                                                                                                                                                                                               | 87                |    |
| St. Sulpice .....                         |                                                                                                                                                                                               | 22                |    |
| Repentigny .....                          |                                                                                                                                                                                               | 36                |    |
| Bienheureux Alphonse Rodriguez .....      |                                                                                                                                                                                               | 16                |    |
| St. Esprit .....                          |                                                                                                                                                                                               | 46                |    |
| Lachenaie .....                           |                                                                                                                                                                                               | 81                |    |
| St. Henri de Mascouche .....              |                                                                                                                                                                                               | 56                |    |
| St. Roch .....                            |                                                                                                                                                                                               | 57                |    |
| St. Lin .....                             |                                                                                                                                                                                               | 95                |    |
| Ste. Julienne .....                       |                                                                                                                                                                                               | 26                |    |
| St. Patrick de Rawdon .....               |                                                                                                                                                                                               | 23                |    |
| Church of England, Rawdon .....           |                                                                                                                                                                                               |                   |    |
| Wesleyan Methodist, Rawdon Circuit .....  |                                                                                                                                                                                               | 5                 |    |
| Episcopal Congregation of Mascouche ..... |                                                                                                                                                                                               | 3                 |    |
| St. Alexis .....                          |                                                                                                                                                                                               | 37                |    |
| St. Calixte .....                         |                                                                                                                                                                                               | 51                |    |
| St. Alphonse de Ligouri .....             |                                                                                                                                                                                               | 36                |    |
|                                           |                                                                                                                                                                                               | 711               |    |

BURIALS, IN THE DISTRICT OF MONTREAL, &c.—(Continued.)

| -ISMS. | MARRIAGES. | BURIALS. |          | Increase. | Decrease. | Total Increase. | Total Decrease. | REMARKS.   |
|--------|------------|----------|----------|-----------|-----------|-----------------|-----------------|------------|
|        |            | Males.   | Females. |           |           |                 |                 |            |
| 100    | 32         | 43       | 54       | 114       |           |                 |                 |            |
| 46     | 16         | 33       | 29       | 29        |           |                 |                 |            |
| 73     | 10         | 39       | 44       | 52        |           |                 |                 |            |
| 42     | 23         | 29       | 37       | 24        |           |                 |                 |            |
| 78     | 27         | 59       | 46       | 65        |           |                 |                 |            |
| 35     | 10         | 35       | 25       | 7         |           |                 |                 |            |
| 58     | 12         | 38       | 30       | 64        |           |                 |                 |            |
| 34     | 9          | 30       | 20       | 28        |           |                 |                 |            |
| 19     | 2          | 15       | 6        | 23        |           |                 |                 |            |
| 47     | 9          | 14       | 12       | 73        |           |                 |                 |            |
| 4      |            |          |          | 8         |           |                 |                 |            |
|        | 1          | 2        | 4        |           | 1         |                 |                 | No Return. |
| 2      | 2          |          |          | 5         |           |                 |                 |            |
| 5      |            |          | 4        | 8         |           |                 |                 |            |
|        |            |          |          |           |           |                 |                 | No Return. |
| 20     | 5          | 15       | 10       | 16        |           |                 |                 | No Return. |
|        |            |          |          |           |           |                 |                 |            |
| 563    | 158        | 352      | 321      | 516       | 1         | 515             |                 |            |
| 80     | 18         | 31       | 42       | 91        |           |                 |                 |            |
| 87     | 27         | 36       | 38       | 100       |           |                 |                 |            |
| 15     | 11         | 14       | 11       | 12        |           |                 |                 |            |
| 24     | 15         | 15       | 18       | 27        |           |                 |                 |            |
| 35     | 4          | 5        | 8        | 38        |           |                 |                 |            |
| 44     | 16         | 27       | 35       | 28        |           |                 |                 |            |
| 18     | 6          | 14       | 17       | 18        |           |                 |                 |            |
| 66     | 19         | 29       | 31       | 62        |           |                 |                 |            |
| 64     | 21         | 43       | 29       | 49        |           |                 |                 |            |
| 79     | 20         | 39       | 34       | 101       |           |                 |                 |            |
| 22     | 7          | 9        | 11       | 28        |           |                 |                 |            |
| 40     | 7          | 17       | 6        | 40        |           |                 |                 |            |
|        |            |          |          |           |           |                 |                 | No Return. |
| 8      | 5          | 1        | 1        | 11        |           |                 |                 |            |
| 4      | 1          |          | 4        | 3         |           |                 |                 |            |
| 29     | 6          | 9        | 13       | 44        |           |                 |                 |            |
| 52     | 6          | 16       | 12       | 75        |           |                 |                 |            |
| 44     | 8          | 17       | 9        | 54        |           |                 |                 |            |
| 711    | 190        | 322      | 319      | 781       |           | 781             |                 |            |

GENERAL STATEMENT OF BAPTISMS MARRIAGES, AND

| COUNTIES.                          | PARISHES                                                     | BAPT-          |
|------------------------------------|--------------------------------------------------------------|----------------|
|                                    |                                                              | Males.         |
| BERTHIER .....                     | Berthier .....                                               | 86             |
|                                    | St. Antoine de Lavaltrie .....                               | 27             |
|                                    | St. Paul de Lavaltrie .....                                  | 42             |
|                                    | Lanoraie .....                                               | 45             |
|                                    | St. Cuthbert .....                                           | 74             |
|                                    | Stc. Elizabeth .....                                         | 54             |
|                                    | St. Thomas .....                                             | 47             |
|                                    | St. Barthélemi de Dusablé .....                              | 69             |
|                                    | St. Gabriel du Lac Maskinongé .....                          | 60             |
|                                    | St. Ambroise de Kildare .....                                | 58             |
|                                    | Isle du Puds .....                                           | 26             |
|                                    | Stc. Melanie de Daillebout .....                             | 60             |
|                                    | St. Charles du Village d'Industrie .....                     | 97             |
|                                    | St. Felix de Valois .....                                    | 98             |
|                                    | St. Norbert de Berthier .....                                | 25             |
|                                    |                                                              | 863            |
|                                    | RICHELIEU .....                                              | St. Ours ..... | 75 |
| St. Denis .....                    |                                                              | 62             |
| St. Charles .....                  |                                                              | 29             |
| Sorel, Catholic .....              |                                                              | 174            |
| Stc. Victoire .....                |                                                              | 49             |
| William Henry, Protestant .....    |                                                              | 6              |
| Congregational Church, Sorel ..... |                                                              | 101            |
| St. Aimé de Barrow .....           |                                                              | 496            |
| ST. HYACINTHE .....                | St. Hyacinthe .....                                          | 119            |
|                                    | St. Jude .....                                               | 43             |
|                                    | St. Damase .....                                             | 54             |
|                                    | St. Césaire .....                                            | 165            |
|                                    | St. Hugues .....                                             | 74             |
|                                    | St. Pie .....                                                | 112            |
|                                    | Stc. Rosalie .....                                           | 40             |
|                                    | St. Simon .....                                              | 48             |
|                                    | St. Dominique .....                                          | 74             |
|                                    | St. Bernabé .....                                            | 35             |
|                                    | Episcopal Missionary at Abbotsford, St. Paul d'Yamaska ..... | 6              |
|                                    | Abbotsford Episcopal Congregation .....                      |                |
|                                    | Eglise Evangélique ou Congrégationelle de St. Pie .....      |                |
|                                    | Church of England, St. Hyacinthe .....                       |                |
|                                    | La Présentation .....                                        | 45             |
|                                    | St. Romuald de Farnham .....                                 | 30             |
|                                    | Church of England, Farnham .....                             | 6              |
| St. Helène .....                   | 26                                                           |                |
|                                    | 877                                                          |                |

BURIALS, IN THE DISTRICT OF MONTREAL, &—(Continued.)

| -ISMS. | MARRIAGES. | BURIALS. |          | Increase. | Decrease. | Total Increase. | Total Decrease. | REMARKS.   |
|--------|------------|----------|----------|-----------|-----------|-----------------|-----------------|------------|
|        |            | Males.   | Females. |           |           |                 |                 |            |
| 78     | 38         | 50       | 53       | 61        |           |                 |                 |            |
| 32     | 4          | 16       | 7        | 36        |           |                 |                 |            |
| 39     | 15         | 16       | 25       | 40        |           |                 |                 |            |
| 37     | 16         | 32       | 19       | 31        |           |                 |                 |            |
| 68     | 25         | 23       | 22       | 92        |           |                 |                 |            |
| 71     | 24         | 58       | 51       | 16        |           |                 |                 |            |
| 44     | 13         | 9        | 23       | 59        |           |                 |                 |            |
| 50     | 13         | 28       | 30       | 61        |           |                 |                 |            |
| 60     | 9          | 12       | 15       | 93        |           |                 |                 |            |
| 51     | 8          | 30       | 30       | 49        |           |                 |                 |            |
| 23     | 11         | 20       | 5        | 24        |           |                 |                 |            |
| 55     | 13         | 21       | 13       | 81        |           |                 |                 |            |
| 88     | 30         | 49       | 44       | 92        |           |                 |                 |            |
| 80     | 19         | 34       | 31       | 108       |           |                 |                 |            |
| 30     | 4          | 10       | 7        | 38        |           |                 |                 |            |
| 801    | 247        | 408      | 375      | 881       |           | 881             |                 |            |
| 68     | 26         | 33       | 28       | 82        |           |                 |                 |            |
| 59     | 20         | 21       | 37       | 63        |           |                 |                 |            |
| 33     | 10         | 14       | 17       | 31        |           |                 |                 |            |
| 158    | 86         | 109      | 84       | 139       |           |                 |                 |            |
| 36     | 16         | 20       | 28       | 37        |           |                 |                 |            |
| 10     | 4          | 5        | 5        | 6         |           |                 |                 |            |
| 123    | 34         | 47       | 53       | 124       |           |                 |                 | No Return. |
| 487    | 196        | 249      | 252      | 482       |           | 482             |                 |            |
| 122    | 43         | 66       | 61       | 114       |           |                 |                 |            |
| 39     | 10         | 25       | 18       | 39        |           |                 |                 |            |
| 72     | 17         | 42       | 43       | 41        |           |                 |                 |            |
| 174    | 47         | 74       | 69       | 196       |           |                 |                 |            |
| 67     | 26         | 56       | 29       | 56        |           |                 |                 |            |
| 87     | 37         | 83       | 62       | 54        |           |                 |                 |            |
| 31     | 16         | 18       | 22       | 31        |           |                 |                 |            |
| 46     | 9          | 30       | 17       | 47        |           |                 |                 |            |
| 74     | 20         | 43       | 41       | 64        |           |                 |                 |            |
| 28     | 13         | 17       | 9        | 37        |           |                 |                 |            |
| 4      | 3          | 6        | 6        |           | 2         |                 |                 |            |
|        | 2          | 1        | 2        |           | 3         |                 |                 | No Return. |
|        |            |          |          |           |           |                 |                 | No Return. |
| 42     | 20         | 15       | 21       | 51        |           |                 |                 |            |
| 38     | 12         | 18       | 15       | 35        |           |                 |                 |            |
| 15     | 3          | 3        | 3        | 15        |           |                 |                 |            |
| 17     | 7          | 7        | 4        | 32        |           |                 |                 |            |
| 856    | 285        | 504      | 422      | 812       | 5         | 807             |                 |            |

GENERAL STATEMENT OF BAPTISMS, MARRIAGES AND

| COUNTIES.       | PARISHES.                                                   | BAPTISMS. |          |
|-----------------|-------------------------------------------------------------|-----------|----------|
|                 |                                                             | Males.    | Females. |
| ROUVILLE .....  | Ste. Marie de Monnoir .....                                 | 94        |          |
|                 | St. Jean Baptiste de Rouville .....                         | 56        |          |
|                 | St. Athanase .....                                          | 92        |          |
|                 | St. Hilaire de Rouville .....                               |           |          |
|                 | Ste. Brigide .....                                          | 27        |          |
|                 | St. Grégoire le Grand .....                                 | 59        |          |
|                 | St. Mathias, Pointe Olivier .....                           | 25        |          |
|                 | St. George de Noyan .....                                   | 108       |          |
|                 | Caldwell and Christie Manors .....                          |           |          |
|                 | Missisquoi Bay, Scotch Church .....                         |           |          |
|                 | St. Alexandre (Desservie de la Paroisse St. Athanase) ..... | 42        |          |
|                 | Episcopal Congregation of Christieville .....               |           |          |
|                 | Wesleyan Methodist, Clarenceville, &c. ....                 | 16        |          |
|                 | Church of England Circuit, Christieville .....              |           |          |
|                 | Eglise Protestante Episcopale de Sabrevois .....            | 4         |          |
|                 | Church of England and Ireland, Henryville .....             | 6         |          |
|                 | do do Clarenceville .....                                   | 22        |          |
|                 | Baptist Church, Ste. Marie de Monnoir .....                 | 2         |          |
|                 |                                                             | 558       |          |
| VERCHERES ..... | Verchères .....                                             | 77        |          |
|                 | St. Antoine .....                                           | 42        |          |
|                 | Varennes .....                                              | 75        |          |
|                 | Contrecoeur .....                                           | 41        |          |
|                 | Belœil .....                                                | 48        |          |
|                 | St. Marc .....                                              | 48        |          |
|                 | St. Julie .....                                             | 34        |          |
|                 |                                                             |           | 360      |
| CHAMBLY .....   | Chambly (St. Joseph de) .....                               | 56        |          |
|                 | Longueuil .....                                             | 119       |          |
|                 | Boucherville .....                                          | 53        |          |
|                 | St. Bruno .....                                             | 42        |          |
|                 | St. Luc .....                                               | 11        |          |
|                 | St. Jean, Catholic .....                                    | 79        |          |
|                 | Wesleyan Methodist in the Circuit of St. Johns .....        | 6         |          |
|                 | Chambly, Church of England .....                            | 5         |          |
|                 | St. Johns, do do .....                                      | 10        |          |
|                 | Wesleyan Methodist in the Circuit of Chambly .....          |           |          |
|                 |                                                             |           | 881      |

BURIALS, IN THE DISTRICT OF MONTREAL, &c.—(Continued.)

| BAPTISMS. | MARRIAGES. | BURIALS. |          | Increase. | Decrease. | Total Increase. | Total Decrease. | REMARKS.          |
|-----------|------------|----------|----------|-----------|-----------|-----------------|-----------------|-------------------|
|           |            | Males.   | Females. |           |           |                 |                 |                   |
| 96        | 28         | 32       | 29       | 120       |           |                 |                 |                   |
| 84        | 14         | 25       | 25       | 40        |           |                 |                 |                   |
| 79        | 28         | 50       | 46       | 75        |           |                 |                 |                   |
| 19        | 5          | 14       | 10       | 22        |           |                 |                 | No Return.        |
| 71        | 17         | 28       | 23       | 79        |           |                 |                 |                   |
| 39        | 12         | 24       | 11       | 29        |           |                 |                 |                   |
| 106       | 20         | 56       | 38       | 120       |           |                 |                 |                   |
| 45        | 5          | 20       | 19       | 48        |           |                 |                 | No Return.<br>do. |
| 21        | 5          | 7        | 6        | 24        |           |                 |                 | No Return.        |
| 2         | 2          |          |          | 6         |           |                 |                 | No Return.        |
| 5         | 1          | 2        | 3        | 6         |           |                 |                 |                   |
| 28        | 5          | 11       | 13       | 26        |           |                 |                 |                   |
| 2         |            |          | 1        | 3         |           |                 |                 |                   |
| 547       | 142        | 269      | 224      | 607       |           | 607             |                 |                   |
| 53        | 22         | 57       | 39       | 34        |           |                 |                 |                   |
| 33        | 11         | 23       | 12       | 40        |           |                 |                 |                   |
| 65        | 31         | 41       | 30       | 69        |           |                 |                 |                   |
| 48        | 11         | 30       | 18       | 46        |           |                 |                 |                   |
| 36        | 21         | 37       | 23       | 24        |           |                 |                 |                   |
| 32        | 9          | 15       | 12       | 48        |           |                 |                 |                   |
| 38        | 14         | 18       | 9        | 45        |           |                 |                 |                   |
| 305       | 119        | 221      | 138      | 306       |           | 306             |                 |                   |
| 58        | 21         | 35       | 33       | 46        |           |                 |                 |                   |
| 112       | 52         | 97       | 93       | 41        |           |                 |                 |                   |
| 52        | 18         | 44       | 48       | 13        |           |                 |                 |                   |
| 38        | 18         | 20       | 10       | 50        |           |                 |                 |                   |
| 17        | 9          | 12       | 10       | 6         |           |                 |                 |                   |
| 116       | 22         | 55       | 57       | 33        |           |                 |                 |                   |
| 11        |            | 1        | 3        | 13        |           |                 |                 |                   |
| 6         | 8          | 7        | 5        |           | 1         |                 |                 |                   |
| 11        | 3          | 14       | 5        | 2         |           |                 |                 | No Return.        |
| 421       | 151        | 285      | 264      | 254       | 1         | 253             |                 |                   |



GENERAL STATEMENT OF BAPTISMS, MARRIAGES, AND

BURIALS, IN THE DISTRICT OF MONTREAL, &c.—(Continued.)

| COUNTIES.                                        | PARISHES.                                                               | BAPTISMS. |          |
|--------------------------------------------------|-------------------------------------------------------------------------|-----------|----------|
|                                                  |                                                                         | Males.    | Females. |
| HUNTINGDON....                                   | St. Constant .....                                                      | 39        | 74       |
|                                                  | Laprairie, Catholic .....                                               | 41        | 42       |
|                                                  | Sault St. Louis .....                                                   | 52        | 44       |
|                                                  | Ste. Philomène .....                                                    | 44        | 49       |
|                                                  | Chateauguay .....                                                       | 49        | 46       |
|                                                  | St. Philippe .....                                                      | 57        | 88       |
|                                                  | Blairfindie .....                                                       | 57        | 80       |
|                                                  | St. Edouard .....                                                       | 80        | 55       |
|                                                  | St. Cyprien .....                                                       | 54        | 87       |
|                                                  | St. Valentin .....                                                      | 67        | 20       |
|                                                  | St. Remi .....                                                          | 23        | 89       |
|                                                  | Paroisse de Sherrington .....                                           | 59        | 67       |
|                                                  | St. Jacques le Mineur .....                                             | 59        | 49       |
|                                                  | St. Bernard de Lacolle .....                                            | 51        | 11       |
|                                                  | St. Michel Archange .....                                               | 7         | 11       |
|                                                  | Laprairie, Church of England .....                                      | 15        | 2        |
|                                                  | do Scotch Church .....                                                  | 4         | 1        |
|                                                  | Odelltown, Wesleyan Methodist .....                                     | 1         | 3        |
|                                                  | French Protestant Congregational Church, Grand Ligne .....              | 3         | 14       |
|                                                  | Henryburg Circuit, Methodist .....                                      | 3         | 14       |
|                                                  | Episcopal Congregation, Lacolle and parts adjacent .....                | 17        | 8        |
|                                                  | Second Presbyterian Church, Huntingdon .....                            | 8         | 11       |
|                                                  | Episcopal Congregation, Huntingdon .....                                | 8         | 11       |
|                                                  | Protestant Grande Ligne de Lacadie .....                                | 9         | 24       |
|                                                  | Congregation Church, Chateauguay .....                                  | 9         | 17       |
|                                                  | Episcopal Congregation, St. Remi .....                                  | 17        |          |
| Wesleyan Methodist Congregation .....            | 17                                                                      |           |          |
| Baptist Church, Grande Ligne .....               |                                                                         |           |          |
| New Methodist Connexion Church, Huntingdon ..... |                                                                         |           |          |
|                                                  |                                                                         | 878       |          |
| BEAUHARNOIS ..                                   | St. Clement .....                                                       | 97        | 106      |
|                                                  | St. Timothée .....                                                      | 101       | 28       |
|                                                  | Mission de St. Regis .....                                              | 26        | 45       |
|                                                  | St. Anicet .....                                                        | 40        | 40       |
|                                                  | St. Isidore .....                                                       | 47        | 58       |
|                                                  | Ste. Martino .....                                                      | 66        | 73       |
|                                                  | St. Jean Chrysostôme .....                                              | 87        | 41       |
|                                                  | St. Urbain .....                                                        | 44        | 26       |
|                                                  | St. Malachie d'Ormstown and St. Patrick d'Hinchinbrooke .....           | 87        | 108      |
|                                                  | St. Louis de Gonzague de Beauharnois .....                              | 93        | 17       |
|                                                  | Sherrington and Hemmingford Missions .....                              | 28        |          |
|                                                  | Church of England, Circuit of Sherrington .....                         |           |          |
|                                                  | Hinchinbrook, Church of England .....                                   |           |          |
|                                                  | Beauharnois, Church of Scotland .....                                   | 7         | 3        |
|                                                  | Ormstown do do .....                                                    | 80        | 6        |
|                                                  | Protestant Episcopal Church, Chateauguay, Ormstown Church, Durham ..... | 15        | 17       |

| BAPTISMS. | MARRIAGES. | BURIALS. |          | Increase. | Decrease. | Total Increase. | Total Decrease. | REMARKS.   |
|-----------|------------|----------|----------|-----------|-----------|-----------------|-----------------|------------|
|           |            | Males.   | Females. |           |           |                 |                 |            |
| 52        | 16         | 32       | 29       | 80        |           |                 |                 |            |
| 74        | 22         | 57       | 45       | 48        |           |                 |                 |            |
| 42        | 15         | 33       | 29       | 21        |           |                 |                 |            |
| 38        | 14         | 20       | 13       | 57        |           |                 |                 |            |
| 42        | 18         | 30       | 27       | 29        |           |                 |                 |            |
| 42        | 10         | 37       | 52       | 2         |           |                 |                 |            |
| 56        | 14         | 34       | 22       | 46        |           |                 |                 |            |
| 88        | 20         | 29       | 28       | 88        |           |                 |                 |            |
| 80        | 35         | 40       | 42       | 78        |           |                 |                 |            |
| 55        | 13         | 24       | 16       | 69        |           |                 |                 |            |
| 87        | 18         | 84       | 44       | 76        |           |                 |                 |            |
| 20        | 5          | 3        | 10       | 80        |           |                 |                 |            |
| 89        | 11         | 24       | 28       | 46        |           |                 |                 |            |
| 67        | 15         | 22       | 24       | 80        |           |                 |                 |            |
| 49        | 20         | 54       | 42       | 4         |           |                 |                 |            |
| 11        | 3          | 4        | 2        | 12        |           |                 |                 |            |
| 11        | 5          | 6        | 6        | 14        |           |                 |                 | No Return. |
| 2         | 4          | 4        | 2        |           |           |                 |                 |            |
| 1         | 2          |          |          | 2         |           |                 |                 |            |
| 3         | 2          | 1        | 1        | 4         |           |                 |                 |            |
| 14        | 10         | 2        | 9        | 20        |           |                 |                 |            |
| 14        | 1          | 1        | 4        | 17        |           |                 |                 |            |
|           |            |          |          |           |           |                 |                 | No Return. |
|           |            |          |          |           |           |                 |                 | do         |
| 11        | 1          | 6        | 1        | 13        |           |                 |                 |            |
| 24        | 5          |          |          | 41        |           |                 |                 |            |
|           |            |          |          |           |           |                 |                 | No Return. |
|           |            |          |          |           |           |                 |                 | do         |
| 872       | 274        | 497      | 476      | 777       |           | 777             |                 |            |
| 88        | 30         | 78       | 70       | 37        |           |                 |                 |            |
| 106       | 23         | 32       | 49       | 76        |           |                 |                 |            |
| 28        | 10         | 13       | 15       | 26        |           |                 |                 |            |
| 45        | 9          | 10       | 7        | 68        |           |                 |                 |            |
| 40        | 13         | 21       | 16       | 50        |           |                 |                 |            |
| 58        | 20         | 42       | 46       | 36        |           |                 |                 |            |
| 73        | 20         | 31       | 35       | 94        |           |                 |                 |            |
| 41        | 11         | 15       | 19       | 51        |           |                 |                 |            |
| 26        | 10         | 11       | 7        | 45        |           |                 |                 |            |
| 108       | 20         | 50       | 42       | 104       |           |                 |                 |            |
| 17        | 1          | 4        | 6        | 35        |           |                 |                 |            |
|           |            |          |          |           |           |                 |                 | No Return. |
|           |            |          |          |           |           |                 |                 | do         |
| 3         | 1          | 2        | 5        | 3         |           |                 |                 |            |
|           | 6          | 5        | 4        | 21        |           |                 |                 |            |
| 17        | 1          | 1        | 2        | 29        |           |                 |                 |            |



GENERAL STATEMENT OF BAPTISMS, MARRIAGES AND

| COUNTIES.                              | PARISHES.                                                        | BAPT-  |  |
|----------------------------------------|------------------------------------------------------------------|--------|--|
|                                        |                                                                  | Males. |  |
| BEAUHARNOIS.—<br>(Continued).....      | Scotch Presbyterian Episcopal, North and South Georgetown .....  | 26     |  |
|                                        | Episcopal Congregation, Hemmingford .....                        | 9      |  |
|                                        | do do Sherrington .....                                          | 11     |  |
|                                        | Presbyterian Church, Beech Ridge .....                           |        |  |
|                                        | Scotch Church, Dundee .....                                      |        |  |
|                                        | Congregational Church, Seignior of Beauharnois .....             |        |  |
|                                        | Episcopal Congregation, Russeltown.....                          | 11     |  |
|                                        | Wesleyan Methodist Congregation, Russeltown Circuit .....        |        |  |
|                                        | Associate Presbyterian Church, Hemmingford and Hinchinbrook..... | 12     |  |
|                                        | Huntingdon, Church of Scotland .....                             |        |  |
|                                        | Wesleyan Methodist, Durham and parts adjacent .....              |        |  |
|                                        | Congregational Church, Russeltown .....                          | 22     |  |
|                                        | Church of Scotland, Godmanchester, and Hinchinbrook.....         | 17     |  |
|                                        | do do Hemmingford .....                                          |        |  |
|                                        | English River and Georgetown, Chateauguay .....                  | 5      |  |
|                                        | Scotch Presbyterian Church at St. Louis .....                    |        |  |
|                                        | Methodist New Connexion Church of Durham.....                    |        |  |
|                                        | Scotch Presbyterian Church, Township of Hemmingford .....        |        |  |
| Congregational Church, St. Louis ..... |                                                                  |        |  |
|                                        |                                                                  | 881    |  |
| MISSISQUOI.....                        | Dunham, (Mission de) Notre Dame des Anges, de Stanbridge .....   | 62     |  |
|                                        | Ste. Croix, Dunham and other places (Mission) .....              |        |  |
|                                        | Wesleyan Methodist Congregation, Circuit of Phillipsburg.....    | 8      |  |
|                                        | St. Armand, East, Church of England .....                        |        |  |
|                                        | do West, do do .....                                             | 6      |  |
|                                        | Dunham, North, do do .....                                       |        |  |
|                                        | Dunham, South, do do .....                                       | 7      |  |
|                                        | Dunham Circuit, Methodist New Connexion.....                     |        |  |
|                                        | Stanbridge, Baptist Church .....                                 | 18     |  |
|                                        | do Church of England, Bedford .....                              | 9      |  |
|                                        | do do do, Manningville, and parts adjacent.....                  | 4      |  |
|                                        | St. Armand Circuit, Wesleyan Methodist .....                     | 19     |  |
|                                        | Dunham do do do .....                                            |        |  |
|                                        | Phillipsburg, Congregational Church.....                         | 2      |  |
|                                        | Episcopal Church, Phillipsburg .....                             | 1      |  |
|                                        | St. Armand, Baptist Church .....                                 | 4      |  |
|                                        | Congregational Church at Granby.....                             |        |  |
|                                        | do do Granby and Milton .....                                    | 8      |  |
| Episcopal Church, Granby .....         |                                                                  |        |  |
|                                        |                                                                  | 148    |  |

BURLALS, IN THE DISTRICT OF MONTREAL, &c.—(Continued)

| -ISMS.   | MARRIAGES. | BURIALS. |          | Increase. | Decrease. | Total Increase. | Total Decrease. | REMARKS.   |
|----------|------------|----------|----------|-----------|-----------|-----------------|-----------------|------------|
|          |            | Males.   | Females. |           |           |                 |                 |            |
| Females. |            |          |          |           |           |                 |                 |            |
| 15       | 7          | 3        | 4        | 84        |           |                 |                 |            |
| 7        | 3          | 2        | 5        | 9         |           |                 |                 |            |
| 12       | 1          | 10       | 7        | 6         |           |                 |                 | No Return. |
|          |            |          |          |           |           |                 |                 | do         |
|          |            |          |          |           |           |                 |                 | do         |
|          | 1          |          |          |           |           |                 |                 |            |
| 9        | 2          | 3        | 6        | 11        |           |                 |                 |            |
| 7        | 2          | 1        |          | 18        |           |                 |                 |            |
| 1        |            | 2        | 1        |           | 2         |                 |                 | No Return. |
|          |            |          |          |           |           |                 |                 | No Return. |
| 10       | 3          | 4        | 2        | 26        |           |                 |                 |            |
| 6        | 1          |          |          | 28        |           |                 |                 |            |
| 6        | 1          | 1        | 5        | 5         |           |                 |                 | No Return. |
|          |            |          |          |           |           |                 |                 | No Return. |
| 1        |            |          |          | 1         |           |                 |                 | do         |
|          |            |          |          |           |           |                 |                 |            |
| 719      | 196        | 301      | 353      | 808       | 2         | 806             |                 |            |
| 51       | 9          | 8        | 12       | 98        |           |                 |                 | No Return. |
|          |            |          |          |           |           |                 |                 | do.        |
| 2        | 2          | 5        | 4        | 1         |           |                 |                 | No Return. |
| 9        | 5          | 2        | 3        | 10        |           |                 |                 | No Return. |
| 7        | 13         | 1        | 5        | 8         |           |                 |                 | No Return. |
| 10       | 2          |          | 3        | 25        |           |                 |                 |            |
| 7        | 1          |          | 2        | 14        |           |                 |                 |            |
| 6        |            |          |          | 10        |           |                 |                 |            |
| 24       | 6          | 8        | 5        | 30        |           |                 |                 |            |
|          |            | 3        |          |           | 3         |                 |                 |            |
|          | 2          | 3        | 5        |           | 6         |                 |                 |            |
|          | 24         | 3        |          |           | 2         |                 |                 |            |
| 2        | 5          |          |          | 6         |           |                 |                 |            |
| 7        | 1          | 7        | 2        | 6         |           |                 |                 | No Return. |
|          |            |          |          |           |           |                 |                 |            |
| 125      | 70         | 40       | 41       | 203       | 11        | 192             |                 |            |



DISTRICT OF MONTREAL.—(Continued.)—RECAPITULATION

| COUNTIES.                   | BAPTISMS. |          | MARRIAGES. |
|-----------------------------|-----------|----------|------------|
|                             | MALES.    | FEMALES. |            |
| MONTREAL.....               | 2058      | 1890     | 948        |
| VAUDREUIL.....              | 487       | 473      | 156        |
| LAC DES DEUX MONTAGNES..... | 683       | 661      | 234        |
| TERREBONNE.....             | 625       | 563      | 158        |
| LEINSTER.....               | 711       | 711      | 100        |
| BERTHIER.....               | 863       | 801      | 247        |
| RICHELIEU.....              | 496       | 487      | 106        |
| ST. HYACINTHE.....          | 877       | 856      | 285        |
| ROUVILLE.....               | 558       | 547      | 142        |
| VERCHERES.....              | 360       | 305      | 119        |
| CHAMBLY.....                | 381       | 421      | 151        |
| HUNTINGDON.....             | 878       | 872      | 274        |
| BEAUHARNOIS.....            | 831       | 719      | 196        |
| MISSISQUOI.....             | 148       | 125      | 70         |
| STANSTEAD.....              | 11        | 21       | 11         |
| SHEFFORD.....               | 280       | 214      | 94         |
|                             | 10237     | 9666     | 3471       |

GENERAL

| COUNTIES.          | No. OF PARISHES IN EACH COUNTY. | BIRTHS. | MARRIAGES. | BURIALS. |
|--------------------|---------------------------------|---------|------------|----------|
| MONTREAL.....      |                                 | 3943    | 948        | 4858     |
| VAUDREUIL.....     |                                 | 960     | 156        | 556      |
| TWO MOUNTAINS..... |                                 | 1344    | 234        | 663      |
| TERREBONNE.....    |                                 | 1188    | 158        | 673      |
| LEINSTER.....      |                                 | 1422    | 190        | 641      |
| BERTHIER.....      |                                 | 1664    | 247        | 783      |
| RICHELIEU.....     |                                 | 983     | 196        | 501      |
| ST. HYACINTHE..... |                                 | 1733    | 285        | 926      |
| ROUVILLE.....      |                                 | 1100    | 142        | 498      |

PROTHONOTARY'S OFFICE,  
Montreal, 17th April, 1855.

OF THE GENERAL STATEMENT, for the year 1854.

| BURIALS. |          | INCREASE. | DECREASE. | TOTAL INCREASE. | TOTAL DECREASE. | REMARKS. |
|----------|----------|-----------|-----------|-----------------|-----------------|----------|
| MALES.   | FEMALES. |           |           |                 |                 |          |
| 2175     | 2178     | 181       | 591       |                 | 410             |          |
| 303      | 253      | 404       |           | 404             |                 |          |
| 370      | 293      | 600       | 9         | 681             |                 |          |
| 352      | 321      | 516       | 1         | 515             |                 |          |
| 322      | 319      | 781       |           | 781             |                 |          |
| 408      | 375      | 881       |           | 881             |                 |          |
| 249      | 252      | 482       |           | 482             |                 |          |
| 504      | 422      | 812       | 5         | 807             |                 |          |
| 269      | 224      | 607       |           | 607             |                 |          |
| 221      | 138      | 806       |           | 306             |                 |          |
| 285      | 264      | 254       | 1         | 253             |                 |          |
| 497      | 476      | 777       |           | 777             |                 |          |
| 391      | 353      | 808       | 2         | 806             |                 |          |
| 40       | 41       | 203       | 11        | 192             |                 |          |
| 5        | 7        | 27        | 7         | 20              |                 |          |
| 75       | 78       | 343       | 2         | 341             |                 |          |
| 6466     | 5994     | 8072      | 629       | 7853            | 410             |          |

RECAPITULATION.

| COUNTIES.        | No. OF PARISHES IN EACH COUNTY. | BIRTHS. | MARRIAGES. | BURIALS. |
|------------------|---------------------------------|---------|------------|----------|
| VERCHERES.....   |                                 | 665     | 119        | 359      |
| CHAMBLY.....     |                                 | 802     | 151        | 549      |
| HUNTINGDON.....  |                                 | 1750    | 274        | 973      |
| BEAUHARNOIS..... |                                 | 1550    | 196        | 744      |
| MISSISQUOI.....  |                                 | 273     | 70         | 31       |
| STANSTEAD.....   |                                 | 32      | 11         | 12       |
| SHEFFORD.....    |                                 | 494     | 94         | 153      |
|                  |                                 | 19903   | 3471       | 12460    |

MONK, COFFIN & PAPINEAU,  
P.S.C.

SUPPLEMENTARY STATEMENT OF BAPTISMS, MARRIAGES,  
1851, 1852 & 1853, taken from the Registers deposited

| COUNTIES.            | P A R I S H E S .                                            | Years. | BAPT-  |
|----------------------|--------------------------------------------------------------|--------|--------|
|                      |                                                              |        | Males. |
| MONTREAL . . . . .   | Baptist Church, St. Helen Street, City of Montreal . . . . . | 1853.. | 4      |
| TWO MOUNTAINS.       | Church of England, Chatham . . . . .                         | 1853.. | 4      |
| HUNTINGDON . . .     | Wesleyan Methodist Congregation, Huntingdon . . . . .        | 1853.. | 4      |
| BEAUHARNOIS . . .    | Scotch Presbyterian Church of Canada, Buckingham . . . . .   | 1853.. | .....  |
| MISSISQUOI . . . . . | Episcopal Church, St. Armand East . . . . .                  | 1852.. | 5      |
|                      | do do do . . . . .                                           | 1853.. | 6      |
|                      | Wesleyan Methodist Church, St. Armand Circuit . . . . .      | 1852.. | 18     |
| STANSTEAD . . . . .  | St. Etienne de Bolton . . . . .                              | 1851.. | 31     |
| SHEFFORD . . . . .   | Notre Dame de Bonsecours, Stukely . . . . .                  | 1853.. | 83     |
|                      | Protestant Episcopal Church, Stukely . . . . .               | do ..  | 4      |

PROTHONOTARY'S OFFICE,  
Montreal, 17th April, 1855.

AND BURIALS, IN THE DISTRICT OF MONTREAL, FOR THE YEARS  
in the Prothonotary's Office since the last Return for the year 1853.

| -ISMS.   | MARRIAGES. | BURIALS. |          | Increase. | Decrease. | Total Increase | Total Decrease. | REMARKS. |
|----------|------------|----------|----------|-----------|-----------|----------------|-----------------|----------|
|          |            | Males.   | Females. |           |           |                |                 |          |
| Females. |            |          |          |           |           |                |                 |          |
| 6        | .....      | 1        | 4        | .....     | .....     | .....          | .....           | .....    |
| 1        | 1          | 2        | 4        | .....     | .....     | .....          | .....           | .....    |
| 19       | 0          | 3        | .....    | .....     | .....     | .....          | .....           | .....    |
| 2        | 3          | .....    | .....    | .....     | .....     | .....          | .....           | .....    |
| 6        | 2          | 11       | 5        | .....     | .....     | .....          | .....           | .....    |
| 2        | 7          | 6        | 10       | .....     | .....     | .....          | .....           | .....    |
| 11       | 3          | 14       | 5        | .....     | .....     | .....          | .....           | .....    |
| 25       | 7          | 3        | 1        | .....     | .....     | .....          | .....           | .....    |
| 80       | 24         | 22       | 12       | .....     | .....     | .....          | .....           | .....    |
| 6        | 3          | 1        | .....    | .....     | .....     | .....          | .....           | .....    |

MONK, COFFIN & PAPINEAU,  
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GENERAL STATEMENT AND RETURN OF BAPTISMS,  
THREE RIVERS,

MARRIAGES, AND BURIALS, IN THE DISTRICT OF  
for the Year 1854.

| COUNTIES.              | PARISHES, SEIGNORIES, TOWNSHIPS OF CITIES. | BAPT-                         |   |
|------------------------|--------------------------------------------|-------------------------------|---|
|                        |                                            | Males.                        |   |
| ST. MAURICE            | Three Rivers, Catholic                     | 140                           |   |
|                        | do, Anglican Church                        | 3                             |   |
|                        | do, Wesleyan Congregation                  | 5                             |   |
|                        | do, Presbyterian                           | 5                             |   |
|                        | Pointe du Lac                              | 42                            |   |
|                        | Yamachiche                                 | 89                            |   |
| MASKINONGE             | St. Barnabé                                | 47                            |   |
|                        | Maskinongé                                 | 87                            |   |
|                        | Rivière du Loup                            | 56                            |   |
|                        | St. Léon                                   | 47                            |   |
|                        | St. Paulin                                 | 28                            |   |
|                        | St. Ursule                                 | 45                            |   |
| CHAMPLAIN              | St. Didace                                 | 24                            |   |
|                        | St. Anne, near Batiscan                    | 45                            |   |
|                        | St. François Xavier de Batiscan            | 13                            |   |
|                        | St. Geneviève                              | 42                            |   |
|                        | Champlain                                  | 41                            |   |
|                        | Cap la Magdeleine                          | 14                            |   |
|                        | St. Maurice                                | 64                            |   |
|                        | St. Stanislas                              | 77                            |   |
|                        | St. Prosper                                | 22                            |   |
|                        | St. Narcisse                               | 14                            |   |
| NICOLET                | St. Pierre Les Becquets                    | 75                            |   |
|                        | Gentilly                                   | 62                            |   |
|                        | St. Gertrude                               | 28                            |   |
|                        | Bécancour                                  | 60                            |   |
|                        | St. Grégoire                               | 68                            |   |
|                        | Nicolet, Catholic                          | 56                            |   |
|                        | do Protestant Episcopal                    | 6                             |   |
|                        | St. Monique                                | 63                            |   |
|                        | Blandford                                  | 13                            |   |
|                        | St. Celestin                               | 24                            |   |
|                        | YAMASKA                                    | St. François, Abenaki Mission | 5 |
| St. David              |                                            | 81                            |   |
| Yamaska                |                                            | 57                            |   |
| St. François, Catholic |                                            | 52                            |   |

| ISMS. | MARRIAGES. | BURIALS. |          | Increase of Population. | Increase per County. | REMARKS.                                 |
|-------|------------|----------|----------|-------------------------|----------------------|------------------------------------------|
|       |            | Males.   | Females. |                         |                      |                                          |
| 155   | 80         | 87       | 77       | 140                     |                      | A—The Burials exceed the Births by nine. |
| 4     | 8          | 10       | 3.       | A.....                  |                      |                                          |
| 2     | 4          | 8        | 2        | 2                       |                      |                                          |
| 2     | 1          |          |          | 7                       |                      |                                          |
| 83    | 15         | 9        | 7        | 59                      |                      |                                          |
| 89    | 41         | 32       | 39       | 107                     |                      |                                          |
| 61    | 28         | 14       | 5        | 89                      |                      |                                          |
| 76    | 28         | 44       | 36       | 83                      | 895                  |                                          |
| 59    | 20         | 24       | 16       | 75                      |                      |                                          |
| 47    | 12         | 21       | 19       | 54                      |                      |                                          |
| 81    | 9          | 8        | 10       | 41                      |                      |                                          |
| 43    | 18         | 13       | 21       | 54                      |                      |                                          |
| 17    | 4          | 4        | 8        | 29                      |                      |                                          |
| 41    | 24         | 20       | 13       | 53                      |                      | B—The Burials exceed the Births by four. |
| 16    | 8          | 6        | 5        | 18                      |                      |                                          |
| 13    | 21         | 17       | 9        | 55                      |                      |                                          |
| 39    | 26         | 22       | 14       | 47                      |                      |                                          |
| 42    | 11         | 13       | 17       | B.....                  |                      |                                          |
| 12    |            |          |          |                         |                      |                                          |
| 66    | 18         | 20       | 22       | 82                      |                      |                                          |
| 70    | 15         | 22       | 18       | 107                     |                      |                                          |
| 24    | 9          | 4        | 4        | 38                      |                      |                                          |
| 8     | 5          | 6        | 4        | 12                      |                      |                                          |
| 42    | 17         | 31       | 16       | 70                      | 408                  |                                          |
| 61    | 27         | 22       | 18       | 83                      |                      |                                          |
| 33    | 3          | 13       | 9        | 39                      |                      |                                          |
| 60    | 27         | 32       | 19       | 69                      |                      |                                          |
| 55    | 16         | 31       | 13       | 79                      |                      |                                          |
| 34    | 27         | 31       | 32       | 27                      |                      |                                          |
| 8     | 3          | 2        | 1        | 11                      |                      |                                          |
| 62    | 19         | 25       | 29       | 71                      |                      |                                          |
| 9     | 6          | 5        | 7        | 10                      |                      |                                          |
| 23    | 5          | 4        | 7        | 39                      |                      |                                          |
| 4     | 5          | 2        | 1        | 6                       | 498                  |                                          |
| 84    | 84         | 35       | 46       | 84                      |                      |                                          |
| 56    | 17         | 23       | 28       | 62                      |                      |                                          |
| 47    | 11         | 15       | 12       | 72                      |                      |                                          |



GENERAL STATEMENT AND RETURN OF BAPTISMS,  
GASPE', for

| YEAR.     | COUNTIES.         | PARISHES, SEIGNIORIES, TOWNSHIPS,<br>OR CITIES. | BAPT-  |  |     |
|-----------|-------------------|-------------------------------------------------|--------|--|-----|
|           |                   |                                                 | Males. |  |     |
| 1854..... | BONAVENTURE ..... | Restigouche, Roman Catholic Mission.....        | 25     |  |     |
|           |                   | Carleton, do do .....                           | 49     |  |     |
|           |                   | New Richmond, do do .....                       | 23     |  |     |
|           |                   | Hamilton, do do .....                           | 21     |  |     |
|           |                   | Cox, do do .....                                | 47     |  |     |
|           |                   | do, Church of England .....                     | 47     |  |     |
|           |                   | New Richmond, Church of Scotland.....           | 13     |  |     |
|           | GASPÉ .....       | Grand River, Roman Catholic Mission.....        | 47     |  |     |
|           |                   | Percé, do do .....                              | 39     |  |     |
|           |                   | Douglas Town, do do .....                       | 44     |  |     |
|           |                   | Percé, Church of England Mission.....           | 4      |  |     |
|           |                   | Malbay, do do .....                             | 6      |  |     |
|           |                   | Sandy Beach, do do .....                        | 11     |  |     |
|           |                   | Gaspé Basin, do do .....                        | 6      |  |     |
|           |                   |                                                 |        |  | 862 |

NEW CARLISLE,  
23rd February, 1855.

MARRIAGES, AND BURIALS, IN THE DISTRICT OF  
the Year 1854.

| BAPTISMS. | MARRIAGES. | BURIALS. |          | Increase of Popu-<br>lation ascertain-<br>ed by the differ-<br>ence between<br>Baptisms and<br>Burials. | Total<br>per<br>Counties.<br>Increase<br>of<br>population. | REMARKS. |
|-----------|------------|----------|----------|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------|----------|
|           |            | Males.   | Females. |                                                                                                         |                                                            |          |
| 23        | 5          | 3        | 3        | 42                                                                                                      | 331                                                        |          |
| 61        | 13         | 14       | 19       | 77                                                                                                      |                                                            |          |
| 21        | 4          | 5        | 2        | 37                                                                                                      |                                                            |          |
| 13        | 9          | 3        | 4        | 27                                                                                                      |                                                            |          |
| 29        | 12         | 5        | 4        | 67                                                                                                      |                                                            |          |
| 24        | 9          | 10       | 4        | 57                                                                                                      |                                                            |          |
| 15        | 3          | 2        | 2        | 24                                                                                                      |                                                            |          |
| 33        | 18         | 13       | 7        | 60                                                                                                      |                                                            |          |
| 32        | 18         | 6        | 5        | 60                                                                                                      |                                                            |          |
| 36        | 14         | 14       | 10       | 56                                                                                                      |                                                            |          |
| 6         | 2          | 0        | 0        | 10                                                                                                      |                                                            |          |
| 6         | 3          | 1        | 0        | 11                                                                                                      |                                                            |          |
| 7         | 6          | 2        | 3        | 13                                                                                                      |                                                            |          |
| 4         | 6          | 1        | 3        | 6                                                                                                       |                                                            |          |
|           |            |          |          |                                                                                                         | 216                                                        |          |
| 310       | 122        | 79       | 66       | 547                                                                                                     | 547                                                        |          |

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