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APPENDIX, No. 13,

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

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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.

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

PUBLIC PRINTING
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RETURN

To an Address from the Legislative Assembly of the 6th December, 1854: For Copies of all the Complaints which have been made against Mr. Maguire, Inspector and Superintendent of Police of Quebec.

By Command,

GEO. ET. CARTIER,
Provincial Secretary.

Secretary's Office,
Quebec, 6th March, 1855.

1 SAINT LEWIS STREET.

Quebec, 25th September, 1852.

SIR,—I am under the disagreeable necessity of complaining to you, for the information of His Excellency the Governor General, of the repeated and almost daily absence, during the hours of public business, of Mr. Maguire, the lately appointed Inspector and Superintendent of Police, from his duty at the Police Office.

Some time since, he went off for several weeks, to the United States, to the great inconvenience of the public service, except in so far as the legality of his decisions is concerned.

This might be looked over if not repeated too often, but as it has lately become a matter of frequent occurrence, it becomes a duty I owe to persons who think proper to entrust their interests to me, that I should bring it under your notice.

This very morning, a Captain of a vessel, named the "Breadalbane," together with his crew, were kept waiting with myself, at the Police Office, from a quarter to eleven to a quarter to twelve, noon, owing to the absence of a Magistrate to attend to the case, although Mr. Maguire is paid at the rate of three hundred pounds a year.

Mr. Maguire is also in the habit, in addition to other absences during the day, to leave the office at twelve and not return till two P. M., for the purpose, it is stated, of taking his dinner. This might do very well in winter, but subjects the Advocates and the public to great inconvenience and loss of time during the summer months.

I have the honor to be,

Sir,

Your most obedient servant,

(Signed,)

C. SECRETAN, Junr.

Barrister at Law.

The Honorable A. N. Morin, Esquire,
Secretary of the Province.

&c., &c., &c.

OFFICE OF INSPECTOR AND SUPERINTENDENT OF POLICE.

Quebec, 1st October, 1852.

SIR,—In compliance with his Excellency's commands, I have the honor to submit the following remarks with the enclosures, on the Memorial of Mr. Charles Secretan, Junior, dated the 25th ultimo.

Mr. Secretan's complaint is a malignant, but characteristic fabrication. I assure you that there has been no want of attention to the duties of my office since my appointment.

It is true that, under leave, I was fourteen days absent in the month of last August in the United States, and I need scarcely repeat that the object of my visit was to see my father who was then and is still in a state of health to forbid the hope of a prolonged existence, as well as to see the grave of my mother deceased during the winter.

In matters of Law I cannot admit the competence of Mr. Secretan to express a correct opinion. If aggrieved by my decisions he has his appeal or other means of redress. He cites no case in which he can attack the decision; if he had one, he would not withhold it.

It is not a little amusing to see Mr. Secretan complain of detention at the Police Office, of the master and crew of the "Breadalbane" after bringing seven actions (all of which have been dismissed) against the master of that ship to force him to pay his crew, and discharge them, although these men were engaged in England to come to Quebec and return back to Great Britain.

There was no such detention whatever, as will be seen by reference to the master's letter.

I have the honor to be

Sir,

Your most obedient servant,

(Signed,)

J. MAGUIRE.

The Honorable A. N. Morin,
Secretary, &c., &c., &c.

Quebec, 1st October, 1852.

SIR,—In answer to your inquiry whether I was detained at Police Office and whether you were then absent when I brought a charge last week before you against my crew for desertion, I have to say that I was not detained at the Police Office, and that you were not absent but there present, and heard my complaint the moment that I appeared. The only detention and loss that I have to complain of is attributable to Mr. Secretan and my crew. Mr. Secretan served me with seven summonses for their wages and the actions have been dismissed.

I am Sir,

Your obedient servant,

(Signed,)

WM. WORDEN.

J. Maguire, Esqr.
Inspector and Superintendent Police.

Quebec, 1st October, 1852.

DEAR SIR,—It affords me much pleasure to state, in answer to your questions, that since your appointment to the office of Inspector and Superintendent of Police, your attendance at the Police Office has been most punctual, and that the duties of the Office have never been more satisfactorily discharged.

Yours very truly,

(Signed,)

P. A. DOUCET.

John Maguire, Esquire,
&c., &c., &c.

2nd October, 1852.

DEAR SIR,—Captain Worden of the "Breadalbane" called on me on the 27th ult, to defend a number of suits brought by some of his crew, against him, to obtain their wages and discharges.

The men were engaged, by the articles, to return to Great Britain,—Mr. Secretan was the Attorney for the men, and the cases were dismissed.

Captain Worden made no complaint whatever of having been delayed by you at the police office.

I may be permitted to say that in my practice before you, which is not inconsiderable, I have found the business despatched with celerity and satisfaction to my clients and myself.

Believe me to be, dear Sir,
Yours truly,

(Signed)

C. ALLEYN.

John Maguire, Esquire.

SECRETARY'S OFFICE.
Quebec, 3rd October, 1852.

SIR,—I am commanded to transmit to you a copy of the answer of John Maguire, Esquire, Inspector and Superintendent of Police, to your complaint against him, as contained in your letter of the 25th ultimo.

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

(Signed,)

E. PARENT,
Assistant Secretary.

C. Secretan, Junior, Esq.
Barrister at Law.

1 ST. LEWIS STREET.

Quebec, 5th October, 1852.

SIR,—With reference to my complaint against Mr. Maguire, the lately appointed Inspector and Superintendent of Police for the City, and to the extraordinary answer thereto returned by that person, I am desirous of submitting a few remarks.

By artfully mixing up occurrences in the Police Office on the 27th ultimo and other days, with what happened there on the 25th ultimo, the day in particular pointed out in my letter of that day, Mr. Maguire has certainly managed to give to my complaint an appearance of falsity. This however, is not the case, and notwithstanding his ship captains bring certificate to contrary, my assertion that on the 25th ultimo “from a quarter to eleven to a quarter to twelve, noon, a captain of a vessel named the “Breadalbane” “together with his crew, were kept waiting with myself at the Police Office owing to the absence of a “Magistrate to attend to the case,” is as scrupulously true as Mr. Maguire’s denial of the fact is impudently and audaciously false and untrue; and should either His Excellency the Governor General or yourself have a sufficiently low opinion of me as to consider me capable of sitting down, and as Mr. Maguire has done, coolly, deliberately, and knowingly, penning a most barefaced and premeditated falsehood, you can easily satisfy yourself of the correctness and truth of my assertion, (and which, in order that there may be no mistake about the matter, I again repeat, viz :

That the “very morning” I last wrote to you, that is to say on Saturday the twenty-fifth day of September last, “a captain of a vessel named the “Breadalbane” together with his crew, were kept waiting with myself at the Police Office, from a quarter to eleven to a quarter to twelve, noon, owing to the absence of a Magistrate to attend to the case.” My sending for *Mr. Bender*, the Deputy Clerk of the Peace, who was present in the Police office during the whole of the time in question, and who, if he be not afraid of *Mr. Maguire’s* vengeance, must remember my repeated enquiries to him, in the captain’s presence and in that of *Mr. Falconbridge*, one of the Messengers in the office, and if I remember rightly, in the presence of *Mr. Sauvageau*, a writer in the office, for *Mr. Maguire*, and of the cause of his absence at such a time of the day. *Mr. Falconbridge* could also state that at my request he went to several places, and amongst others to the Building in which is your office (and in which this counterpart of a Bryan Boiroimbe is often to be met strutting) to see if he could find him, but to no purpose. If I had for a moment supposed that it was possible any one could be found brazen-faced enough to contradict me in the statement of such a fact, I would have taken the precaution of securing the affidavits of the crew, of whom I have lost sight. The recklessness with which these masters of vessels can bring themselves to utter, even under oath, the most barefaced falsehoods, ought to shew a magistrate of the least discrimination or judgment, how cautious he should be in deciding against the interests of a large class of persons upon their sole testimony. I have no doubt whatever, that if they thought they could turn it to their advantage, numbers of Ship Captains could be got by *Mr. Maguire* to give him their written certificate that on yesterday afternoon he was in his office and at his post, from a quarter past twelve o’clock, at noon, to a quarter to two, P. M., (he still continues to absent himself in the middle of the day, notwithstanding my remonstrance to you, to shew his independence.) I would even push my calculation of their honesty and uprightness to the length of imagining them capable of giving their new protector and counsel certificates, without number, of his being a legal constellation such as Canada never before contained.

The dismissal by *Mr. Maguire*, be it remembered, of the seven summonses for wages has been reiterated with a singular pertinacity throughout this really

not a little amusing correspondence. This of course is to make it appear that I was in fault, and that my actions were not founded in law and justice; this again is nothing but artifice, my actions were dismissed by *Mr. Maguire*, arbitrarily and contrary to the evidence, and had they been brought before and heard by a tribunal composed of men of intellect and legal knowledge, must have been maintained. So much for the seven summonses. "Surely it is not because *Mr. Maguire* makes out that seven summonses were dismissed without stating that this was done by himself, that he will establish either that they were improperly brought or that my accusations against him are unfounded, the correctness of his judgments cannot be thus summarily made to appear."

As to *Mr. Alleyn's* letter, which refers to proceedings in the Police Office on other days besides the 25th ultimo, on which day *Mr. Alleyn* was not present and did not conduct the Master's case, which was done by *Mr. Maguire* himself, although to be adjudicated upon by him, it has nothing to do with this matter, beyond the general compliment which *Mr. Alleyn* has found it his interest to volunteer in *Mr. Maguire's* favor, and for which he will, no doubt, as I dare say he expects to be, hereafter fully compensated. I will only observe that it is not very suprising *Mr. Alleyn* should find the business dispatched with celerity, and satisfaction to his clients and himself, as the decisions of *Mr. Maguire*, being almost exclusively given against the crews—not only with celerity, but in the most peremptory and hurried manner, have the effect of increasing his fees and emoluments to a (to him, no doubt,) very satisfactory extent.

Mr. Maguire has been incautious enough to stigmatize my complaint, not only as a malignant, but as a characteristic fabrication, and has thrown upon me the necessity and self-defence, and of submitting to His Excellency and yourself the following printed extracts, which will, I trust, convince you that fabrications are more characteristic "of himself than of me." If such a man as the late Reverend *Mr. McMahon* (whose pardon he was afterwards obliged to ask on his bended knees, to escape the popular fury and indignation at his conduct,) could not escape his calumnies, I need not be surprised at coming in for my share of them.

To the Editor of the Canadien.

SIR,—The undersigned having perused a communication addressed to the Reverend *Mr. McMahon*, which was published in the *Canadien* of the 1st instant, signed "*Un Irlandais Catholique*," deem it a duty they owe to the public to declare that they were present at the sermon preached on Sunday, 27th March last, by the Reverend *Mr. McMahon*, and that the observations contained in the article signed "*Un Irlandais Catholique*" above referred to, so far as they may be intended to convey the impression that the sermon in question was of a political nature, or contained remarks, which in his capacity of a Minister of the Gospel, the Revd. *Mr. McMahon* was not fully justified in making, are in every particular false and unfounded; and the undersigned do further declare that so far from being reprehensible, the conduct of *Mr. McMahon* on that occasion, merits the sincere and respectful acknowledgements of the undersigned, for the sentiments of charity, peace and conciliation which he so impressively inculcated from the altar on that day; and that it is further the firm opinion of the undersigned, that it is, in great part owing to the praiseworthy exhortations of the Reverend *Mr. McMahon*, on the occasion in question, that the City has not since been disgraced by those scenes of bloodshed which had previously occurred. The undersigned have in conclusion, to express the deep sorrow they feel, that there should be found among the Irish Catholics of Quebec, any individual so lost to every sense of honor and religion, as to come to the house of God for the express purpose of misrepresenting instructions tending to promote the peace, harmony, and well being of society.

QUEBEC, 2nd April, 1836.

John Byrne, Matthew Enright, Christopher Flanagan, Thos. Fitzsimons, John Farley, William Burke, P. Grace, Thomas Murphy, P. Whelan, Wm O'Brien, Danl. Murphy, Allen McDonnell, Wm. O'Connell, James Reilly, Edward Larkin, John Sharples, Michael Cahill, James O'Brien, P. Lawler, James Kelly, Abraham Kelly, Thomas Gahan, John King, J. P. Bradley, C. Alleyn, Francis Hocket, Patrick Hurley, Jeremiah Gooley, John Gordon, Michael Lawry, John Quin, James Culigin, Wm. Murphy, John Doran, Michael Scollion, Patrick McGarvey, John Moore, Wm. Cullen, Michael Kelly, M. McGrath, Owen McNally, John Timmons, James Finlay, David Shortel, C. J. Kathern, Thos. Rafferty, Peter Mullin, P. Butler, Chas. Colfer, Wm. Bee, Thomas Roorke, Peter Daley, James Walshe, John McGlory, Owen King, Michael Power, John Murphy, Nathaniel McDonald, John Byrne, Hugh O'Lone, Patrick Farrel, James Kerr, James McIninley, Bernard Darragh, Patrick McIninley, Morgan O'Connell, Walter Munro, John W. Milligan, Wm. Power, Peter McKenna, John Kelly, John Grogan, Donald O'Doud, John O'Connor, John Dickson, John Hall, Patrick Mullen, John Magerty, Patrick Cannon, Thomas Murphy, Wm, Nowlan, John Dwyer, Christopher Butler, James Beakey, Henry Walter, Patrick O'Brien, Matthew Smith, Chas. McDonald, Michael Walshe, Richard Bunsford, Michael Kelly, Thomas Maguire, Thomas Bragan, James Farrel, Wm. McGrath, Thomas Condon, Richard Caughlin, John McAllister, Henry McPyke, Patrick Connolly, John Morrison, J. P. O'Meara, Patrick Commerford, Patrick Forrestel, Niles Kelly, James Burrey, Patrick Pierce, Thos. Judge, Edward McKenna, Hugh Gordon, Henry Martin, Patrick Daly, Wm. Timms, John Toulon, Wm. Downes, Michael Green, H. McGuire, Andrew Burns, James Kearman, Patrick Lawlor, Thos. Quin.

COMMITTEE ROOM, ST. PATRICK'S CHURCH,
2nd April, 1836.

The Committee having perused a communication published in the *Canadien* of the 1st instant, signed "*Un Irlandais Catholique*," deputed Messrs. Burke, Lawlor, and Murphy to wait upon the editor of the said paper for the purpose of requesting him to give up the name of the writer of the article in question, with the view of refuting the calumnious attack made upon them, should the character of the writer justify their so doing.

Messrs. Burke, Lawlor, and Murphy, having in compliance with the above requisition, waited upon Etienne Parant, Esq., Editor of the *Canadien*, reported to the Committee that Mr. Parant gave up the name of the writer of the said article, whereupon it was

Resolved, That finding the author of the calumny so utterly contemptible and unworthy of all notice, the Committee are of opinion, that it is not expedient to pay any further attention, either to the contents of the calumnious article signed "*Un Irlandais Catholique*" or to any other communication which may hereafter proceed from the same quarter.

By order,

(Signed,) E. G. CANNON,
Secretary.

To the Editor of the Quebec Gazette.

SIR,—Having signed, in conjunction with 123 other persons, a communication published in the *Canadien* of the 4th instant, refuting the calumnies against the Reverend Mr. McMahon, contained in a letter, signed, "*Un Irlandais Catholique*," I was much surprised to find in the last number of that paper a note which bears my signature, (Thomas Maguire,) addressed to J. Maguire, Esquire, contradicting that I had signed the communication above alluded to, or taken any part in the refutation of the calumnies in question.

Whether the signature to that note be a feigned one, or whether there be another Thomas Maguire in Quebec beside myself who really signed the note; in either case, it is an unworthy stratagem resorted to for clustering up the falsehoods of "*Un Irlandais Catholique*," because, although there might be in Quebec another Thomas Maguire, (unknown, however, to me,) he should, before writing that note, have ascertained whether he was the only man of the same name in Town, and then to have distinguished himself from me.

The words made use of by the Rev. Mr. McMahon in exhorting his congregation to peace and harmony, on Palm Sunday last, and from which words "*Un Irlandais Catholique*" alias, a young briefless, insignificant lawyer, endeavours to scratch himself into notice, are as follows: "Let those brainless spouters who despise my exhortations to peace, go to Felix Hacket's, in the suburbs, and there behold the terrible consequences of inflaming the minds of the people by party speeches. There they may gratify their favorite propensity for spouting, by making a couple of funeral orations over the mangled and mutilated bodies of two of their unfortunate countrymen, who were most inhumanly butchered last night, nearly before their own doors. Perhaps the sight of their gaping wounds and flowing blood may have a better effect on them than my words, and serve as a cold bath to temper the ardor of their patriotism."

The Revd. Mr. McMahon then begged that his words might not be misunderstood, declaring that he did not mean that these should apply to any particular party, but only to those who were exciting the populace to murder.

Determined however, that the words "brainless spouters" should have their application, the young lawyer goes to work to collect signatures, &c, and contradicting the communication which I with many others signed, when lo! from a congregation composed of several thousand persons, behold what he produces to the public.

1st. A written opinion signed by nine persons, viz: three tailors, two shoemakers, two sail-makers, one chandler, and one ex-Kildare street, Palace Schoolmaster, now the Gallows Hill teacher, addressed to him "John Maguire, Esq.," by which they say that they counsel him to bring the justice of the course before the Superior Ecclesiastics.

I mean no disparagement to those individuals on account of their trades, which are in themselves honorable, but here are the clients, instead of taking his advice, counselling their lawyer how to conduct the cause.

2nd. Another letter of the said briefless lawyer and "brainless spouter" to the public, by which he says he intends to adopt the steps his friends (why not learned friends) have not advised him to take, and stating further the words made use of by the Revd. Preacher, and that the names of persons were added to the communication which I signed, without their knowledge.

Then come the proofs:—

3rd. The affidavits of one John Laven, without his trade or profession given, setting forth imperfectly a part of a sentence pronounced by the Revd. Mr. McMahon, at the morning service in St. Patrick's Church, on the 27th ultimo.

Query. Is this the same John Lavan, an outcast journeyman printer, against whom a caution has lately been published in the *Gazette and Mercury*, by the Treasurer of the *Mechanics' Institute*?

4th. The affidavit of one Charles Maguire, without the addition of his trade or calling, setting forth the precise words stated in Laven's affidavit as pronounced by the Revd. Mr. McMahon, at the morning service, to have been spoken by the Revd. Preacher at vespers on the day in question.

Query. Is this the Charles Maguire, Carpenter, brother of "*Un Irlandais Catholique*?"

5th, And last. The note signed Thomas Maguire, which I disclaim.

Query. If there be a Thomas Maguire in town besides myself, is he a brother of Charles Maguire, Carpenter, and John Maguire, Advocate.

I am,

Sir

Your obedient servant,

(Signed,) THOMAS MAGUIRE.

Quebec, 11th April, 1836.

A general meeting of the congregation of St. Patrick's Church in this city, was convened on Sunday last, 17th instant, in the yard adjoining the edifice, pursuant to the requisition to that effect, signed by a great number of the congregation, (none of whom belonged to the Committee of Management of the Church) for the purpose of taking into consideration certain attacks, which have lately appeared in a newspaper published in the French language in this city called the "*Canadien*," against their Pastor, the Revd. Mr. McMahon. Upwards of 1500 persons were present.

William Power, Esquire, M. P. P., was called to the chair, and P. Lawler, Esquire, acted as Secretary.

The following Resolutions were agreed to without a dissenting voice.

Moved by A. Sharples, Esq., seconded by Mr. J. Kelly;—

1. *Resolved*, That the members of the congregation of St. Patrick's Church, in the city of Quebec, now assembled, entertain towards the Revd. Patrick McMahon, their worthy Pastor, sentiments of veneration and respect, and consider themselves under the most binding and grateful obligations to him for the many and important services which he has rendered them, services that have been the means of raising them to the position they now occupy.

Moved by Mr. P. Farrel, seconded by Mr. Peter Murphy;

2. That this congregation feel themselves at present called upon to declare, that they have never, in any one instance, observed aught in the official or private conduct of the Revd. Mr. McMahon, which could, in their opinion, be construed as deviating, in the slightest degree, from the strictest rules of religion, honor, integrity, benevolence, charity, and good will towards all men.

Moved by Mr. P. McGarvey; seconded by Mr. F. Fitzsimmons;—

3. That this congregation consider every attempt to injure or defame the character of their generous and kind-hearted Pastor, from whatever quarter proceeding, as an insult levelled at themselves, and that it is their firm determination to avail themselves of every legal means within their reach, should circumstances require it, to defend the hitherto unimpeachable reputation of him whom they have ever found ready on all occasions, and under all circumstances, to afford them that spiritual and temporal relief which they have felt to add to their respectability and moral integrity.

Moved by Mr. J. Breaky, seconded by Mr. J. Byrne;

4. That this congregation have lately had the extreme mortification of ascertaining that there are amongst its members eleven individuals, so completely lost to all sense of honor and respectability, as to allow themselves to become the

tools of an insignificant and contemptible individual, in his dastardly and unmanly attempts to vilify the reputation of a clergyman, whom it ought rather to have been their pride to defend in the hour of need; than to make themselves instrumental in embittering every moment of his existence; more especially at a time when his health is suffering from the fatigue which he has endured in the zealous and indefatigable discharge of duties, having for their sole object our advancement and prosperity in the world, and our eternal salvation in the next.

Moved by Mr. T. Gahan, seconded by Mr. N. Brown;

5. That this congregation deem it their bounden duty to express their unqualified disapprobation of the disreputable and unhandsome conduct of the eleven individuals whose names appear in the Quebec *Canadien* of the eighth instant, as lending their countenance to the writer of the calumnious articles which have lately appeared in that paper, under the anonymous signature of "*Un Irlandais Catholique*," and this congregation avail themselves of the present opportunity to intimate to those individuals, that the congregation will learn with sentiments of unfeigned pleasure, that the said individuals have consented to withdraw themselves, for ever, from a community which it would appear they have, for some time past, done all in their power to divide and bring into disrepute.

Moved by J. P. Bradley, Esquire, seconded by Mr. Allan McDonald;—

6. That the congregation decline entering into any detailed refutation of the unfounded and unmerited calumnies levelled at the Rev. Mr. McMahon, as they consider that it would, in addition to giving a degree of importance to the source of the calumnies in question, which it really does not deserve, by the adoption of such a course, imply the supposition, that there exists amongst the members of this congregation, individuals other than those above alluded to, capable of attributing to the Revd. Mr. McMahon, such sentiments as it has been endeavored to impute to him, such a supposition being in the opinion of this congregation, an insult to its Members.

Moved by Mr. P. Grace, seconded by Mr. D. Murphy;

7. That this congregation have never hitherto assumed, nor is it their intention hereafter to assume to themselves the unbecoming pretension of interfering with, or even expressing their opinion upon matters relating to the interests of other congregations, of whatever creed or origin; and that it is therefore not without feelings of surprise they have learned that some few of their Canadian brethren have allowed themselves to be so far imposed upon by the misrepresentations of the eleven individuals above alluded to, as publicly to pledge themselves to support and further by all means in their power, all and every measure which they (the eleven persons in question) may judge fit to adopt, to disturb the peace of this congregation and injure the reputation of its highly esteemed Pastor, and that it is nothing, save a knowledge of the manner in which the unwarrantable and highly censurable proceeding has been discountenanced by almost every respectable member of the Canadian portion of the population (for whom this congregation entertain sentiments of esteem, brotherly love and respect), that prevents them from offering such comments upon the conduct of the persons so pledging themselves, as would probably be sufficient to point out to them the inexpediency of again trespassing on the forbearance of this congregation by a repetition of such insulting and unprovoked behavior.

Moved by C. Alleyn, Esquire, seconded by Mr. J. O'Brien;—

8. That this Congregation continue to entertain towards the Venerable Prelate, now at the head of this Diocese, sentiments of that grateful and profound respect to which a strictly impartial and paternal attention to the interests of this congregation so justly entitle him.

Moved by Mr. J. Doyle, seconded by Mr. Michael Cullen;

9. That this Congregation deem it their bounden duty to embrace the present public opportunity to tender to the Committee of Management of this Church a

renewal of their confidence, with the sincere expression of their gratitude for the faithful and satisfactory manner in which they have discharged the many and important duties entrusted to their administration.

Moved by Mr. M. Malone, seconded by Mr. J. Reilly ;

10. That a certified copy of the above resolutions be transmitted to His Lordship the Catholic Bishop of this Diocese ; and to the respective Editors of the several Newspapers published in this City, with the request that they will be pleased to do this congregation the favor of granting them an insertion in their columns.

The thanks of the Meeting were then voted to Mr. Power, for his able conduct in the Chair.

I have the honor to be,

Sir,

You most obedient servant,

(Signed,)

PATRICK LAWLER,

Quebec, 17th April 1836.

Secretary.

(Signed,)

C. SECRETAN, Jr.

P. S. Mr. Maguire again absented himself from a few minutes after twelve o'clock, noon, to within a few minutes of two P. M., during which time my student and another person having business to do with him were obliged to wait, to my and their great inconvenience and loss of time.

I forgot to mention that the Captain of the " Breadalbane " failed, on the day they, the Captain and myself were kept waiting for Mr. Maguire, the 25th ultimo, to substantiate the charge preferred against them by him, and that Mr. Maguire, much to his disinclination and with great reluctance, had to discharge them. It was upon that I caused the seven summonses to be issued against him.

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., &c.

THE PETITION OF JAMES THOMPSON, GEORGE SIM, WILLIAM WASHER, HANS PETER NEILSON, FRANCIS LEACH, AND HENRY THOMPSON, SEAMEN, BELONGING TO THE BRIG " PERO " NOW IN THE PORT OF QUEBEC.

HUMBLY SHEWETH :

That your Petitioners were without any cause or reason on the second day of October instant, whilst on board the said Vessel, forcibly taken into custody, without any warrant, by a number of Policemen, assaulted and marched through the public streets up to the Court House in this City, and there penned up under lock and key, in a wooden cage, in a place called the Police Office.

That after some time, the master of the said Vessel, one Henry Wheeler, made his appearance, accompanied by a person of the name of Denis Maguire, a Ship Chandler, and a relative and client and political partisan of John Maguire, Esquire, the Inspector and Superintendent of Police for this City. At this moment your Petitioners' Counsel, happening to be out of the way, your Petitioners were hurried

out of the said cage by order of said John Maguire, who thought to have the time to convict your Petitioners, before the arrival of their Counsel, and ranged before him. The said John Maguire with the view of entrapping your Petitioners into an admission calculated to injure their interests, and contrary to his duty as a Magistrate and to law, immediately commenced interrogating your Petitioners as to their being bound to serve on board the said Vessel, and was in the act of assisting the said Henry Wheeler, in conducting his prosecution against your Petitioners, when your Petitioners' Counsel entered the room and the said John Maguire thereupon desisted.

That the said John Maguire was evidently irritated and disappointed at being thwarted in his attempts to convict your Petitioners, to favor his said relative and client, in the absence of their legal adviser, towards whom the said John Maguire conducted himself in the most insulting manner during the remainder of the proceedings.

That the said Henry Wheeler having been sworn, was examined by Mr. Alleyn, his counsel, who at that moment came in and attempted to make it appear that some of your Petitioners had refused to do their duty on board the said Vessel, on the said second of October instant; which was perfectly false, as not one of your Petitioners ever did refuse to do any duty on board the said Vessel, and were never called upon to do duty on board thereof on the said day. That during the whole time the said Henry Wheeler was delivering any testimony against your Petitioners, the said John Maguire took down in writing the said testimony, and not content with that, put leading questions himself to the said Henry Wheeler, all which he took notes of, and thus making himself a party to the conviction of your Petitioners in favor of the said Henry Wheeler, although the latter was represented by his counsel.

That the moment the said John Maguire had thus extracted all he could against your Petitioners, and their counsel commenced cross-examining the witnesses in their favor, he the said John Maguire laid down his pen, threw himself back in his chair, and positively refused, in a most impudent and insulting manner, to take down one word of evidence given by the witness in their favor, and the said Henry Wheeler having, in answer to a question put by their said counsel, admitted that he the said Henry Wheeler had not asked them to do any duty on the day in question, (a circumstance which at once established the innocence of your Petitioners, as it was impossible for them to refuse doing a duty, it was admitted they had not been called upon to perform) the said John Maguire pushed his partiality and malvolence so far as to refuse, impertinently and peremptorily, to take any note whatever of such admission.

That the said Denis Maguire, relative, client and political partizan aforesaid, who had been present all the time the master was being examined, was then brought up and gave evidence, which is to the knowledge of your Petitioners, false, and which did not correspond with the said master's testimony.

That thereupon and without allowing your Petitioners' counsel time to address the Magistrate, as by law entitled, or to examine any witnesses, the said John Maguire, after asking your Petitioners whether they would go back to the Ship, which they did not think they should do, after being treated thus, condemned your Petitioners to an imprisonment of twenty days in the Common Gaol of this District; the most severe penalty the law put it in his power to inflict, and accompanying his sentence with grossly insulting expressions and threats to your Petitioners' counsel, to whom he impudently remarked that his advice to your Petitioners was "improper and dishonest" and whom he threatened in a menacing manner and tone, if ever he dared to give such advice again in his presence, that is to say, in the presence of him the said John Maguire.

That your Petitioners were then replaced in the said cage, under lock and key, and some time after your Petitioners' Counsel, who was in consultation with

your Petitioner's, was again most grossly insulted by the said John Maguire, who took the trouble of leaving his own room wherein he was at the time your Petitioners' counsel came to your Petitioners for the sole purpose of insulting him, and who threatened him, and ordered one of the Police Constables present to turn him out of the said office, in which the said John Maguire, had at the time no business whatever, and into which he purposely came to quarrel with him.

That your Petitioners have been in Courts of Justice in many parts of the world, but have never yet beheld such offensive and tyrannical and partial behaviour on the part of any human being, and did not think there existed under Her Majesty's Crown any country where such conduct would be tolerated as was enacted on the occasion in question by the said John Maguire, and that too in a place purporting to be a Court of Justice.

That by the laws of this Country it is only in cases of felony that a Magistrate has the right, and that only under certain restrictions, of examining parties accused. In misdemeanours or in any other criminal or *quasi* criminal case, no such right exists. Yet, although he knows it to be contrary to his duty and highly improper on his part, still as in this case the said John Maguire persists therein, and is in the daily practice of entrapping persons brought before him, to commit themselves often without their knowing the meaning of his questions or even understanding him. That such a course of proceeding is not only subversive of the liberty of the subject but entails disgrace and odium upon the administration of Justice, and should be prohibited.

That, it was done by him in this case in violation of his duty and impartiality as a Justice of the Peace, the said John Maguire is in the habit of playing the part of Counsel for prosecutors against poor persons brought before him, who have not the means of employing an advocate to defend them, and who are thus by the improper and officious interference of the person who is by law their protector, made to feel the weight of his partiality and his power.

That from his former connexion with the shipping interests of this port, and the manner in which he was mixed up with those interests (of which your Petitioners are inclined to believe Her Majesty's advisers, who have but lately come to reside in Quebec, had not any knowledge at the time of his nomination to the said office,) the said John Maguire was a person wholly unfit to be appointed to the said office.

That the grossly over-bearing tyrannical, and violent temper and disposition of the said John Maguire, who before his appointment, had been known to have committed public assaults upon several persons of the highest respectability, one of these persons at present a Circuit Court Judge, and another one of the members of the City Council, and who, since his appointment as Police Magistrate, without the least cause or justification impertinently insulted in a place where he had as much right to be as himself, one of Her Majesty's Justices of the Peace, likewise render the said John Maguire unfit to be further continued in the said office.

That the manner in which the said John Maguire is in the daily habit of deciding upon cases submitted to him, for the greater part of the time dismissing parties who ought to be condemned, and convicting innocent people, apportioning punishments beyond all reason and justice, and inflicting insignificant penalties for the commission of atrocious acts—shews him to be a person without judgment or discretion, and to be incapable or unwilling to discriminate between right and wrong.

That such is the absence of all discretion on the part of the said John Maguire in the infliction of punishment, that your Petitioners believe they are justified in asserting it as a fact that out of all the convictions for absence without leave and refusal to do duty, brought before him since his appointment, in which the sailors have been imprisoned, there is not a single one in which he has not inflicted the very highest penalty the law put it in his power to apply; thus punishing indivi-

duals indiscriminately and without drawing any distinction between one offence and another, as if they could not but be all alike, and of the same heinous character.

That in consequence of such misconduct, the said John Maguire should not be any longer permitted to fill the said office, but should be forthwith dismissed therefrom.

That your Petitioners are ready and willing to substantiate all and every the charges herein preferred against the said John Maguire, if allowed an opportunity so to do.

Therefore your Petitioners humbly pray, that for the preceding reasons your Excellency may be graciously pleased to cause an enquiry to be instituted into the conduct of the said John Maguire in the discharge of his said duty, with the view of your doing what to law and justice may appertain in the premises, upon your being satisfied of the truth of the said charges.

And your Petitioners, as in duty bound, will ever pray.

(Signed,)

JAMES THOMPSON,

GEORGE SIM,

his

WILLIAM x WASHER,

mark

his

JAMES PETER x NEILSON,

mark

his

HENRY x THOMPSON,

mark

his

FRANCIS x LEACH.

mark

Quebec, 7th of October, 1852.

OFFICE OF THE INSPECTOR AND SUPERINTENDENT OF POLICE,

QUEBEC, 15th October, 1852.

SIR,—I have had the honor to receive the Memorial of James Thompson and others, Seamen, belonging to the Ship "Pero" (Henry Wheeler, Master), complaining of their imprisonment in the Common Gaol of this District for twenty days, pursuant to conviction and sentence by me, for refusal of duty on the second instant; and other matters, with his Excellency's commands to make such remarks as I might desire to offer.

In obedience to His Excellency's command, I beg to state that the master of the "Pero," on the 2nd instant, complained to me that the Petitioners, seamen, articulated to his ship to come to Quebec and go back to Great Britain, had refused duty, and obtained from me a warrant for their apprehension. When brought before me they were convicted of the offence of which they stood charged upon the clearest possible testimony. It was not only proved that they had refused duty on that day, but that they had refused from the preceding day to do any duty on board their ship.

After conviction, it being for the first offence, I asked them if they were willing to return to their duty, intending to send them to their ship if they had consented to work, and they would, probably have consented to return to their duty, if Mr. Charles Secretan, Advocate, who was acting as their Counsel, had not told them, in the face of the Court, not to do so. If, therefore, the Petitioners

have been subjected to imprisonment, it is for having followed the bad advice of Mr. Charles Secretan.

I also enclose a letter of Mr. Alleyn, Advocate, who acted for the Master of the ship on the occasion in question.

I do not suppose that His Excellency would desire that I should take much notice of the other matters alleged in these broad sheets of abuse. It may be well for me to observe that the Memorial in question, although purporting to proceed from James Thompson and others, has been got up by Mr. Charles Secretan, their Attorney, of whose sanity there are, and reasonably may be, entertained serious doubts. He discourses on law decisions, want of judgment, temper and discretion. If, in such matters, my views had any conformity with Mr. Secretan's, I would certainly feel alarmed.

One paragraph of his Memorial, where it is stated that Mr. Denis Maguire, Ship Chandler, a witness examined in the case of Petitioners, is a relation, a client, and political partizan of mine, may be taken as a sample of the whole. Now it happens that Mr. Maguire, a very respectable citizen, is no relative of mine, and, indeed, I have no relative, apart from my children, in Quebec, of my name. In the office which I now hold, I can have neither clients nor political partizans.

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

J. MAGUIRE.

E. Parent, Esq.,
Assistant Secretary,
&c., &c., &c.,

QUEBEC, 14th October, 1852.

DEAR SIR,—With reference to the prosecution instituted before you, a few days ago, by Captain Wheeler of the ship "Pero," against some of his crew for refusal of duty, and in which I acted for the Master, the evidence upon which the men were convicted seemed to me most conclusive. It was sworn to not only by Captain Wheeler, but by Mr. Denis Maguire of this City, that when the steamboat came alongside to take the vessel to the ballast ground, the men were not prepared to weigh the anchor; that they came up dressed in their best clothes, and when requested by Captain Wheeler to do their duty, one who acted as spokesman, said that they did not intend to do any more work. It was further established that they had on the day previous neglected their duty.

The men even in the office seemed much excited, and the fact of their refusing to go back to their ship shewed the animus which actuated their conduct. It may, however, be scarcely fair to draw an inference from this refusal, as it was more the act of their Attorney, Mr. Secretan, than their own; for, when the question was put to them, as to whether they would return, by yourself, as magistrate, that gentleman, before they had time to answer, interfered, and called out to them not to go.

I do not think a clearer case could have been brought against the men.

I am, dear Sir,
Yours truly;

(Signed,)

C. ALLEYN

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., &c.

THE PETITION OF GEORGE DAVIES, A SEAMAN OF AND BELONG, ING TO A VESSEL IN THE MERCHANT SERVICE, IN THE PORT OF QUEBEC, CALLED THE "MARGARET."

HUMBLY SHEWETH;

That on the morning of Friday last, the seventeenth day of the month of September instant, your Petitioner, who was then in the house of one Ross McCabe, a grocer, in Champlain Street, hearing a noise in the street, went out and there beheld two persons whose names he afterwards learnt to be Henry Brown and John Copp, and whom he had never before seen; in a state of intoxication and speaking to another person. Petitioner seeing these two persons who then appeared to him to be land soldiers, to be unable to take care of themselves, helped to bring them in to Mr. McCabe's yard, where your Petitioner, who had himself taken a few glasses of liquor, commenced talking to them, without, however, ascertaining from them who they were. Some time after this, a military looking person, a sergeant, who did not make known who he was, entered into the yard, and after treating your Petitioner and himself to a glass of raw brandy, walked away with the said Henry Brown and John Copp, who were followed through curiosity by your Petitioner, who received a good deal of impertinence and abuse from the said military looking person, and was finally ordered to be taken into custody by his telling some other persons, apparently under his command, to take your Petitioner, and if they could not bring his body at any rate to fetch his legs.

That thereupon, your Petitioner was rudely and violently seized and laid hold of by the said persons and brought to the Police Office in this City, where he was thrown into a species of crib therein placed, and which gives the said Police Office more the appearance of an inquisition than of a Court of Justice.

That up to the time of his being brought to the Police Office aforesaid, not a single word had passed either between the said Henry Brown and John Copp, or any other person or persons whatsoever and your Petitioner, and not a word of evidence was produced at the trial hereinafter referred to, establishing the contrary, from which your Petitioner did, or could in any way presume or be made aware, that the said Henry Brown and John Copp, or either of them was, were, or ever had been persons in Her Majesty's Navy. Their dresses were like those of land soldiers, and your Petitioner took them to be such, as did one of the witnesses examined, a respectable man, whose name your Petitioner does not recollect.

That your Petitioner was, by the order of John Maguire, Esquire, acting in his capacity of Justice of the Peace for the District of Quebec, cast into prison, where he was, on the following day, served with four different informations at the suit of Mr. Russel, the Chief of Police for this City, charging him with having unlawfully persuaded the said Henry Brown and John Copp to desert and absent themselves improperly from their duty.

That on Tuesday last, your Petitioner was tried by and before the said John Maguire, who, on the twenty-third of September instant, convicted your Petitioner of the said offence and there-upon sentenced your Petitioner to pay a fine of twenty pounds; which not having, the said John Maguire thereupon condem-

ned your Petitioner to be imprisoned in the Common Gaol of this District, for the term of two months, that is to say, to the twenty-third of November next, when the navigation will be completely closed and your Petitioner cast in the streets, at the commencement of a Canadian winter without means; the said John Maguire, at the same time observing, whether through irony or otherwise your Petitioner cannot tell, that he gave your Petitioner this short imprisonment, in order that he might have time to provide himself with a ship.

That at the trial of the said prosecution, as has been the case in almost every matter brought before him, since his appointment to the Office of Inspector and Superintendent of Police, contrary to the wishes and in opposition to the representations of some of the most respectable of the citizens of Quebec, the said John Maguire has acted and behaved himself in the most insolent, overbearing and tyrannical manner, trampling under foot the most sacred rights of your Petitioner and his Counsel, and shewing by his conduct from the very outset of the proceedings, that he was determined to convict your Petitioner. Whether for the purpose and with the view of ingratiating himself into the good graces of the Officers of Her Majesty's Steam Sloop "Buzzard" or with the Government, at whose instance he had been emphatically reminded by the counsel conducting the case, Dunbar Ross, Esquire, it had been instituted, your Petitioner cannot, of course, be positive.

That the said Henry Brown and John Copp, having been observed by your Petitioner's Counsel in Court, were brought up by him and examined as witnesses, and both declared that they had never been in any way, either directly or indirectly persuaded by your Petitioner to absent themselves from their duty at any time; that your Petitioner was a total stranger to them, and that they were so drunk whilst in McCabe's yard, that they did not even recollect the presence of your Petitioner there. How, therefore, it was possible that men in such a state of intoxication, as not even to be aware of the presence of your Petitioner, could be persuaded or in any manner acted upon by your Petitioner to do or give their assent to any Act, whether legal or illegal, is not within the comprehension of your Petitioner, who has nevertheless been convicted by the said John Maguire, of the commission of an offence which it was impossible he could be guilty of without having some object, in a state of feeling or sensibility to act upon. It is impossible to persuade a person who does not understand what you ask him to do, to perform any given act.

That upon the production of such testimony, uncontradicted and unimpeached, the very best the nature of the case admitted being adduced, delivered without hope of any benefit, it having been established that the said Henry Brown, and John Copp, had been already convicted of having improperly absented themselves from their duty, and that they had therefore no interest in shielding your Petitioner, it was and became the duty of the said John Maguire, immediately to acquit your Petitioner, and relieve him from the persecution levelled at him.

That the said John Maguire, in convicting your Petitioner in the manner and under the circumstances aforesaid, contrary to the evidence and in defiance of the most direct and positive proof of the innocence of your Petitioner, has inflicted upon your Petitioner of a very serious nature, for which your Petitioner has a right to pray for redress, and has in addition, been guilty of a violation of his duty as a Justice of the Peace, which shews him to be wholly unfit to fill the office bestowed on him by Her Majesty's Government or to be joined to Her Majesty's commission of the Peace.

That since the appointment of the said John Maguire, to the said office, an office of the very highest importance, and in virtue whereof he is daily and even hourly called upon to exercise the most important functions, the confidence hitherto reposed by Her Majesty's subjects in the administration of Justice in that

department, has been completely destroyed, the said John Maguire being in the habit of rendering judgments involving to a large extent the interests of individuals and contrary to Law, Justice and common sense.

That since his appointment to the said office, the said John Maguire has made it a practice to favor his friends and political partisans in the discharge of his duties, has willfully and knowingly allowed persons against whom charges for felonies had been brought to escape justice, and has been guilty of the most oppressive conduct, whenever the occasion has presented itself of ingratiating himself with persons whom he had no other means of coming in contact with, but through the prostitution of his office: he having, in order to pick up the acquaintance of an Artillery Colonel and some of his officers, placed under arrest a respectable gentleman, an Advocate, obliging him illegally and without any justifiable grounds, to put in bail himself in the sum of one hundred pounds and two sureties in fifty pounds each, to keep the peace, under the pretence that, by addressing a letter to one of the said officers he had committed a breach of the peace. That for exacting bail in such an amount as one hundred pounds in the case of a mere pretended breach of the peace, which had never been committed, the said John Maguire has exposed himself to be indicted, and desecrated the seat of Justice he has been sworn to administer impartially and without favor.

That the said John Maguire has been frequently guilty of depriving persons, charging and accused of felonies, the right and privilege of being assisted by their legal advisers, at secret investigations held by him with closed doors, contrary to the practice pursued in Great Britain, under similar circumstances, and evidently with the view of entrapping unfortunate prisoners into confessions or admissions against their interests, if he found them to be persons who had been opposed to him in his electioneering contests, or of allowing them to escape punishment if he felt disposed to do so. That the said John Maguire is in the habit of deviating from this practice whenever an Attorney whom he wishes to favor happens to be concerned in a case, and allows his presence at such investigations, thus using his official influence with caprice, partiality, and in a manner to induce the members of the legal profession to become his tools.

That the said John Maguire is in the habit of rendering judgments in direct contradiction with one another, according as he is desirous of favoring or oppressing, parties and is besides incapable, from his ignorance of the plainest principles of Law, to discharge the duties of the said office.

That the said John Maguire, in his determination to decide against particular parties has even gone the length of publicly refusing to take down evidence favorable to a person accused, in a case brought at the suit of certain military officers, although such evidence was perfectly legal; merely because he was pre-determined to convict the party, and that it should not be made available in any future proceedings in favor of the accused.

That your Excellency's Petitioner is ready and willing to substantiate all and every the accusations herein preferred against the said John Maguire, if allowed the opportunity of so doing by your Excellency.

Wherefore your Petitioner humbly prays that, for the causes aforesaid, your Excellency will be pleased to cause an enquiry to be instituted into the conduct of the said John Maguire, and his fitness to be continued in the said office of Inspector and Superintendant of Police and Justice of the Peace for the said District of Quebec, to grant and award to your Petitioner Her Majesty's pardon for the remaining portion of the imprisonment as aforesaid, illegally and unjustly imposed upon him by the said John Maguire, and to adopt such further measures in relation to the said John Maguire, as to your Excellency may seem just and proper.

And your Excellency's Petitioner, as in duty bound, will ever pray.

(Signed,) GEORGE DAVIES.

OFFICE OF INSPECTOR AND SUPERINTENDENT OF POLICE.
 QUEBEC, 16th October, 1852.

SIR,—I have the honor to return the Memorial of George Davies, which you enclosed me some days ago; with the following remarks:

The Petitioner was brought before me the 23rd ultimo, charged with having persuaded one Brown, a Marine belonging to Her Majesty's Sloop "Buzzard," then in the harbour of Quebec, receiving repairs, from his duty. The offence in an aggravated form was proved to my entire satisfaction, and the Petitioner consequently convicted and sentenced to pay the sum of twenty pounds sterling and costs, and in default of payment to be imprisoned in the Common Gaol for the District, for two months.

The penalty which the law has fixed for the offence is the sum of twenty pounds, (which the convicting Justice has no power to reduce,) and if not paid, then imprisonment for a term not exceeding six months.

Owing to the advanced season of the year at which the Petitioner was convicted, and taking into consideration the period at which the winter sets in in Canada, reduced the term of imprisonment to two months; that the Petitioner, might, after undergoing his sentence, have the means of getting a ship and leaving the Country if he be a seaman, as he stated.

Considering the gravity of the offence, the positive proofs by which the guilt of the Petitioner was established, and the short period of imprisonment awarded, I could not conscientiously recommend the Petitioner's prayer for pardon, or any mitigation of his sentence, to the favorable consideration of His Excellency, the Governor General.

I have communicated the Petition of Davies to Mr. Ross, who conducted the prosecution; and enclose his remarks.

I may add that this is another of Mr. Charles Secretan's Petitions, to which he has procured the signature of George Davies.

I have the honor to be,

Sir,

Your most obedient servant,

(Signed,) J. MAGUIRE.

QUEBEC, 15th October, 1852.

SIR,—I have the honor to acknowledge the receipt of your letter of this day, enclosing a Petition of one George Davies, (seaman) to His Excellency the Governor General, which impugns your judgment in the case of R. H. Russell, *quiltum*, against the Petitioner, who was charged with persuading a marine of the name of Henry Brown, belonging to Her Majesty's steam sloop "Buzzard," improperly to absent himself from his duty in Her Majesty's Navy; and complaining also of your conduct towards the Petitioner and his counsel during the progress of the trial; and requesting my opinion as to the justice of such accusations in so far as the alleged grounds came under my observation.

In answer I beg to state that, with respect to the first accusation, which has reference to your judicial determination of the case, I consider your decision entirely in accordance with the evidence adduced, which was unimpeached and unimpeachable, the design of Davies, (otherwise established by circumstantial evidence,) having been conclusively proved by his own declarations and conduct at the time of the discovery of the two deserters and the Petitioners in Ross McCabe's yard; and no credit whatever being due to the testimony of the two

deserters who declared that they were perfectly insensible at the time, from the use of intoxicating liquors, and therefore unable to recollect any circumstance connected with their desertion, (which, be it remembered was simultaneous from two separate posts in the vicinity of the vessel, but in view of each other,) and for which reason (namely their state of absolute drunkenness,) I did not examine them as witnesses for the prosecution.

With respect to the second accusation, which relates to your own conduct, I am bound to say that I assuredly saw nothing during the whole course of the trial, of a nature to justify the imputations contained in the Petition.

I would add that the insinuation which seems to be conveyed by a reference to what was said by me as to the prosecution being brought at the instance of the Government, is founded upon a total misapprehension of the facts.

I stated in pleading the case (after the evidence had been closed,) that in as much as the prosecution had been brought at the instance of the Government, I should have considered it my duty not to have pressed for a conviction; had I considered the evidence of a doubtful character.

I remain,

Sir,

Your most obedient servant,

(Signed,)

DUNBAR ROSS.

John Maguire, Esq.

*To His Excellency the Right Honorable James, Earl of Elgin
and Kincardine K. T. Governor General of British North
America.*

THE PETITION OF JOHN DONNELLY, OF QUEBEC, BOARDING-
HOUSE KEEPER AND BAKER.

RESPECTFULLY SHEWETH:

That Your Petitioner is now and for a long time past has been in the employ of Mr. Hetherington of this City, baker, and supplies his customers, one of whom is John Young, Esquire, Advocate, residing in Saint Lewis Street.

That at the time of the occurrence of the hereafter mentioned affair, Mr. Young, was and is still indebted to Mr. Hetherington, in the sum of about £7, for bread furnished him; and that a few days before, Your Excellency's Petitioner, whom Mr. Hetherington has ordered not to furnish Mr. Young with any more bread until he had paid what was due, remonstrated with Mr. Hetherington in Mr. Young's favor, observing that it was not to be supposed that a person of his standing and profession would evade paying his just debts, and thereby induced Mr. Hetherington to continue leaving bread with him as usual.

That on the afternoon of the twenty-fifth of January last, your Petitioner called as usual at Mr. Young's to leave his bread. His servant came to the door and thought that a fresh loaf handed her by your Petitioner was not so; to which your Petitioner observed that it was fresh and appeared not so in consequence of the frost which hardened it and that it was one of the freshest he had.

Whilst your Petitioner was in the act of speaking to the servant, Mr. Young came to the top of the stairs and cried out in a very insulting tone to your Petitioner, "begone out of my house you insolent dog." To this your Petitioner replied (as was the case) that he was not making any noise; thereupon Mr. Young rushed down stairs, assaulted your Petitioner, who, after making his usual mark for the bread he left, was in the act of hurrying out as fast as he

could, Mr. Young pushed violently your Petitioner out of the house, and slammed the door with such force that it did not shut but rebounded back. Your Petitioner seeing himself thus assaulted without any cause, and that too by a person whom he had so lately befriended, naturally felt hurt in his feelings and provoked, and turning round and seeing the hall door open could not help observing to Mr. Young, that it would be more proper for him to pay for his bread than to treat your Petitioner in this manner. This observation was not as your Petitioner believes, heard by any one but Mr. Young, then inside the house, not a soul outside was attracted much less inconvenienced by the observation. No one as far as your Petitioner could see; was in the street, at the time near Mr. Young's house, nor was any noise or disturbance made.

That with the view of being revenged upon your Petitioner, Mr. Young proceeded to his friend Mr. Maguire, the Inspector of Police, (for whom Mr. Young voted at the last City election,) from whom he obtained a warrant against your Petitioner, charging him with having, "between the hours of noon and one o'clock, p. m., on the twenty-fifth day of January instant, caused a disturbance and noise in St. Lewis street, in this City, by screaming, against the form of the ordinance in such case made and provided: to wit, an ordinance made and passed in the second year of Her present Majesty's reign, chapter the second, intituled "An Act for establishing an efficient system of Police in the Cities of Quebec and Montreal.

That on the following day, the said Mr. Maguire, upon the evidence of Mr. Young only, who did not or could not prove that any disturbance or noise had been created in the street, or that your Petitioner had screamed, as above charged, convicted your Petitioner in the penalty of five shillings currency, and the costs, amounting in all to the sum of fifteen shillings currency, which your Petitioner then and there was forced to pay rather than be imprisoned for the space of forty-eight hours, to which he had been condemned by the said Mr. Maguire unless he paid the said sum.

That by the said condemnation Mr. Maguire has established one of two things, either that he is totally ignorant of the law (there being no such offence as the one he found your Petitioner guilty of having committed), or, that in order to oblige a friend or political supporter he is ready to prostitute his office and violate the law.

That at the last election for this City, at which the said Mr. Maguire was an unsuccessful candidate, your Petitioner voted for Mr. Stuart, the present member.

That by the ninth section of the said ordinance, there is such an offence as "loitering in the streets and highways and obstructing passengers by screaming, impeding the peaceable passengers, by the gist of the offence if the obstructing, impeding, or incommoding the peaceable passengers," and it having never been proved or even sworn to by Mr. Young, or any one else, or that any person or persons, whatever, in the street, had been obstructed, impeded, or incommoded by your Petitioner: no offence known to the law had, therefore, been committed by your Petitioner, and the condemnation by Mr. Maguire of your Petitioner is an illegal act, oppressive; and for which the said Mr. Maguire should in justice be punished.

That it is alarming to Her Majesty's loyal subjects that a person entrusted by the law with so much power as the said Mr. Maguire, should show so little respect for his professional character, or the rights and liberties of the public as to commit such acts.

That the said Mr. Maguire is in the almost daily habit of perpetrating similar acts of tyranny and oppression, and that an investigation should be held upon his conduct.

Wherefore your Petitioner humbly prays that as he has been illegally, forcibly and oppressively stripped of the said sum of fifteen shillings under terror of imprisonment, your Excellency may be graciously pleased to cause the same to be restored to your Petitioner.

And your Excellency's Petitioner, as in duty bound, will ever pray.

(Signed,)

JOHN DONNELLY,
No. 2, St. Ann St. Quebec.

Quebec, 3rd February, 1853.

OFFICE OF INSPECTOR AND SUPERINTENDENT OF POLICE.

QUEBEC, 9th May, 1853.

SIR,—I have the honor to acknowledge the receipt on Saturday, of the enclosed petition of John Donnelly, complaining of his conviction before me on the 26th January last, and beg leave to state in reply.

That the Petitioner was brought before me on the 26th January, charged with the offence of causing a disturbance and noise in Saint Lewis Street in this city by screaming, and was duly convicted of that offence and adjudged to pay a fine of five shillings and costs, or to be imprisoned for forty-eight hours in the Gaol of this District.

The offence will be found in the 9th section of the Police Ordinance, 2nd Vict. cap. 2, and parties convicted of any offence under that ordinance have, if they feel aggrieved by such conviction, an appeal to the Quarter Sessions, see 7th Vict. cap. 21, sec. 4.

It is not difficult to discover in this Petition, a common fraternity with others that have preceded it.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,)

JOHN MAGUIRE,

Etienne Parent, Esquire,
Assistant Secretary,
&c. &c. &c.

QUEBEC, 7th May, 1853.

SIR,—I have read the Petition of John Donnelly, to His Excellency the Governor, complaining of your conduct as Inspector and Superintendent of Police, in which my conduct is to a certain degree, impugned, and which you were so kind as to communicate to me.

I should not have felt called on to make any remarks upon the assertions made in this document, did I not feel convinced that the misrepresentations therein contained emanated not from the Petitioner; but from the well known meddling and mischievous character of a member of the profession, who, forgetful of the respect due to the body of which he is a member, has already on more than one occasion exposed himself to severe, well merited animadversion, by concocting similar complaints upon as slight a foundation.

As regards the pretended refusal of Mr. Heithrington to furnish me with bread and the exertions of the Petitioner to induce him to continue, I will only remark that the assertions are unfounded in fact and merely prove the malice of the whole Petition.

On the twenty-fifth of February, the day referred to by the Petitioner, I heard a noise and loud and angry speaking in my passage, and on enquiry found it was the Petitioner using abusive language to one of my servants, an occurrence which had on more than one occasion already taken place. I ordered him to desist or to leave the house, which he immediately did, he was neither assaulted nor turned out; but most decidedly would have been had he not left; when in the street he commenced a most outrageous and abusive attack upon me, creating a noise and disturbance in the street to the annoyance of the public in general, in consequence of which I had him arrested.

As to the false imputation, endeavoured to be cast upon my motives in voting at the last election, it is worthy of the source from which it emanates, and can only be treated with that contempt which the character and general conduct of its author justly merits.

I regret having so far intruded upon your time on a subject which would merit only contempt from me were it not evident from the whole tenor of the Petition, that the supposed grievance has been from the worst of motives, concocted from the misrepresentations of a violent and ignorant man, for the bare purpose of slander and misrepresentations by one who, without sufficient honesty to act uprightly, nor courage to avow his disreputable proceedings, is in the habit of attempting to vilify the characters of those who will not associate with him by similar covert and unfounded attacks made on the names of persons who know not the meaning or bearing of the assertions they are induced to make.

I have the honor to be,

Sir

Your most obedient humble servant,

(Signed,)

JOHN YOUNG,

John Maguire, Esquire,
Quebec.

SECRETARY'S OFFICE,
Quebec, 12th May, 1853.

SIR,—With reference to your Petition complaining of your having illegally and oppressively been condemned to pay a fine and costs, amounting to the sum of fifteen shillings, by John Maguire, Esquire, Inspector and Superintendent of Police in this city, and praying for remission of the same; I have it in command from the Governor General, to state that this is not a case in which the Executive authority could with propriety interfere, inasmuch as, if you feel aggrieved by the sentence of the magistrates, the law offers you a remedy by appeal to the Court of Quarter Sessions.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,)

A. N. MORIN,

Secretary.

Mr. John Donnelly,
No. 2, St. Anne Street,
Quebec.

Quebec, 4th April, 1853.

Sir,—I regret being obliged to draw your attention to the manner in which I have been treated by the Inspector and Superintendent of Police, John Maguire, Esquire. On Friday morning, 1st instant, I was called by Mr. Maguire from the Police Office into the Magistrates room, and addressed by him in the following manner. "You will see sir, what is wanted for the river police, four boats." I said, in the mildest manner possible, "that is the number I intended to recommend." I was stopped by Mr. Maguire saying, "I want none of your recommendation, sir." I replied, "will you not allow me to speak, without insulting me in the manner you are in the habit of doing." "No Sir, you shall not speak, silence sir, I will not allow you to speak in a disrespectful manner." I answered in the same mild tone of voice, although much affected, that I did not consider my saying, "I had intended to recommend the Government to employ four boats instead of five" was disrespectful, particularly as the spring fleet was expected to be less than last year.

Upon several occasions I have been treated in the most ungentlemanly manner, commencing a few days after Mr. Maguire assumed the duties of his office. I have held my present situation upwards of fifteen years, without any complaint whatever against me. During that period, I have served under two Commissioners of Police, W. F. Coffin, Esq., and Col. Ermatinger; three Inspectors and Superintendents of Police, T. A. Young, Esq., J. A. Taschereau, Esq., and W. K. McCord, Esq., from each of whom I can obtain testimonials, and I can with confidence refer to the Hon. R. E. Caron, who was for a long period Mayor of this city, and also to the gentleman who succeeded him in office, G. O'Kill Stuart, Esq., and the Hon. N. F. Belleau. I received the thanks of the Board of Trade, the Hon. W. Walker being the President, with a gratuity of forty pounds; and upon three different occasions, I have received the thanks of public meetings of ship owners and masters of ships then in the port of Quebec. I respectfully beg leave to state, that all I require is, that in the performance of my arduous duties, I shall receive that gentlemanly treatment which, upon all occasions, I have received from the gentlemen who have filled the office now held by Mr. Maguire, and which I consider, from my position in society, I have a right to expect.

I have the honor to be,

Sir,

Your most obedient servant,

(Signed,)

R. H. RUSSELL,
Chief Constable of Police.

The Hon. A. N. Morin,
&c, &c., &c.

OFFICE OF INSPECTOR AND SUPERINTENDENT OF POLICE,
QUEBEC, 7th April, 1853.

Sir,—In reference to the letter of Mr. Robert Henry Russell, Chief Constable of Police, of the 4th instant, complaining of ill treatment at my hands, I have the honor to remark:—

That pursuant to the instructions contained in your letter of the 22nd of March, I asked Mr. Russell to step into my room and told him to take the usual steps to effect the organization of the River Police for the approaching season of navigation, limiting the force to four boats.

After pausing for a short time and without answering whether he would or would not do as he was required, he said, "that is what I intended," I then informed him that I was giving him instructions for his guidance, and that I had nothing to do with what he intended, to which he replied, "will you not permit me to speak without insulting me in the manner that you are in the habit of doing."

Now if the language which he attributes to me, although his statement of it is garbled and incorrect, were the result of expressions so offensive, addressed by him to his superior in office, I respectfully submit for your consideration, whether it was not merited. If not, to anticipate some action apprehended by him on my part for his extraordinary behaviour on that and previous occasions; I am unable to discover the motive of Mr. Russell in thus, so imprudently, bringing under notice his own misconduct.

It was not until after the conversation had terminated, when probably reflecting upon his conduct, that he adopted a tone of apology and explained that he meant to say, he intended to recommend the above number of boats.

Soon after my appointment to the office of Inspector and Superintendent of Police, I ascertained that the Chief Constable was more ambitious to discharge the functions of the head of the Department than he was to attend to his own, and finding that he had discharged some of the men without my knowledge, and liberated prisoners without bringing them before me, I found fault with him, and directed him not to do so again, at which he took great offence. Since, then, Mr. Russell in his department has on many occasions been very offensive, and in the event of no improvement taking place in his behaviour, it will be impossible for me to submit much longer to his annoyance without seeking a remedy.

I have the honor to be,

Sir,

Your most obedient humble servant,

(Signed,) J. MAGUIRE.

The Hon. A. N. Morin,
Secretary.

QUEBEC, 23rd June, 1853.

SIR,—I have the honor to submit to you for the consideration of His Excellency the Governor General, the following complaint of the conduct of Mr. Maguire, the Inspector and Superintendent of Police in this city.

It is no doubt to the knowledge of His Excellency and yourself, that at the request of the Honorable the Attorney General East, and of numbers of the most respectable Citizens of this place, I have for several days past been engaged in investigating into the circumstances connected with the riot which took place in Chalmers' Church on the night of the 6th instant. A large mass of evidence has been given by witnesses brought up for examination. During the course of such evidence, facts most discreditable to the Police Magistrate, as well as to the force under his controul, have been elicited, facts which in my opinion require an appeal to the tribunals of the Country, and that he should be put upon his trial for criminal negligence in not putting down the unlawful assemblage of tumultuous persons and riot when he had it in his power to do so.

Throughout the whole of the said investigation, Mr. Maguire has taken it upon himself not only to intrude into the apartment in which I conducted the same, contrary to my wishes and in violation of the 11th section of the Provincial Statute 14 and 15 Vic., cap. 96, and into which his own sense of propriety should

have induced him to abstain from entering, seeing that his own acts and conduct were called into question, but he has gone to the length, and that not later than this day of insulting me in the grossest manner, threatening me and otherwise conducting himself in a violent manner, and manifesting a deep sympathy with the criminals.

Of course the law puts it in my power, were I desirous of proceeding to extremities, to visit him with the severest punishment for such behaviour towards me whilst in the official discharge of my duty. But I have preferred adopting the present course of making His Excellency acquainted with his conduct, trusting that such measures will be pursued by His Excellency as will prevent a recurrence of such acts, and allow me that freedom without which this investigation cannot be properly carried on.

One of the Policemen, constable Baker, whose evidence was not palatable to Mr. Maguire, was threatened in my presence by that gentleman with dismissal, for having given that evidence. It will become necessary in the further prosecution of this important inquiry to examine the greater part of persons employed in that force. If Mr. Maguire is to be permitted to be present at their examination, it is very evident that the fear of dismissal from office, as constable Baker has been threatened with, must operate against a full and impartial statement of the real circumstances connected with the riot.

I have the honor to be,
Sir,

Your most obedient humble servant,

(Signed,) R. SYMES, J. P.

To the Hon. A. N. Morin,
Secretary of the Province.

QUEBEC, 28th June, 1853.

SIR,—I have been instructed by the Committee appointed by the Protestant meeting, held on the 10th inst., to call your attention to the third Resolution passed at that meeting, and to ask if His Excellency the Governor General has ordered an enquiry into the conduct of the Police Magistrate, Mr. Maguire, on the occasion of the riot of the 6th June, and earnestly to entreat that if such enquiry has not been already ordered it may be.

The Committee are humbly of opinion that this is due to the feeling expressed at that large meeting, and to Mr. Maguire himself, whose character as a public officer has been seriously implicated.

The Committee have learned from the public prints that Mr. Maguire is taking part in the examination now going on in relation to the riots, and they cannot but feel that if this is the case, the public will have little confidence in the result of such examination, and the ends of justice may probably be defeated.

I enclose herewith the Resolutions passed at the meeting of Protestants on the 10th inst.

I remain,

Sir,

Your most obedient servant,

R. PENISTON,
Secretary to the Protestant Committee.

The Hon. A. N. Morin,
Provincial Secretary.

RESOLUTIONS *passed at a Meeting of the Protestants of Quebec, held in the City Hall, 10th June, 1853.*

Moved by the Rev. J. Cook, D. D., seconded by H. S. Scott, Esq.

1. That it is the privilege of British subjects, and the sacred and inalienable right of all men, to exercise and to express their own judgment in matters of religion, and to hold meetings for this purpose without let or hindrance.

Moved by the Rev. Dr. Mackie, seconded by C. Wurtele, Esq.

2. That on the evening of Monday last, a large body of the Protestant inhabitants of Quebec, assembled in one of the Protestant Churches of the City, were interrupted in the peaceable exercise of this undoubted right, assaults committed on many persons in the meeting, a furious attempt made upon the life of Father Gavazzi, who was addressing the meeting, and serious damage done to the church.

Moved by Dr. Douglas, seconded by A. Burns, Esq.

3. That the Police Force and the Police Magistrate shewed themselves on the occasion to be wholly undeserving of the public confidence, and unfit to be entrusted with the protection of the public peace.

Moved by Jeffery Hale, Esq., seconded by H. J. Noad, Esq.

4. That the Mayor of the City has acknowledged the inability of the City authorities to protect a meeting called for the same purpose as that on Monday evening last, though declaring it to be his desire to do so.

Moved by Angus McDonald, Esq., J. P., seconded by J. R. Eckart, Esq.

5. That it will become necessary, should this state of things continue, for the Protestants of this City to organize for mutual safety, and they only delay this in the hope that the law may still prove adequate for their protection; and from a deep conviction of the evil of such organization, to which, trusting in the protection of the law, they have hitherto been opposed.

Moved by the Rev. Mr. Haensel, seconded by W. S. Henderson, Esq.

6. That while this meeting would willingly believe that not only the French Canadians, who are wholly blameless of the late riotous proceedings, but many respectable Irish Roman Catholics, must condemn such violation of the law as took place on Monday evening last, they are constrained to record their regret that no public expression of such feeling has yet been given.

Moved by Charles Holt, Esq., seconded by the Rev. Mr. Marsh.

7. That a Petition be presented to the three branches of the Legislature, craving their aid and protection, and that the following petition be adopted.

Moved by Archibald Campbell, Esq., seconded by Thos. Cary, Esq.

8. That the mover and seconders, with power to add to their number, be a Committee to watch the action of the Government and the Legislature, and if they judge it necessary, to call another meeting, or take such other steps as may be required for the protection of Protestants in the exercise of their religious rights, and that a subscription be raised for all disbursements that may be required.

QUEBEC, 8th July, 1853.

SIR,—I had the honor of addressing you, on the 28th ultimo, in my capacity as Secretary to the Committee appointed at the Protestant meeting, held on the 10th June last, to which I have not been favored with a reply. I am now directed by the Protestant Committee to request that you will lay before His Excellency the Governor General, the third of the Resolutions which I enclosed in my last communication, and to urge the propriety of an enquiry into a matter so important to the public safety as the capacity and efficiency of the Police Magistrate.

I remain,

Sir,

Your most obedient servant,

(Signed,)

B. PENISTON,

Secretary to the Protestant Committee.

The Hon. A. N. Morin,
Provincial Secretary.

*To His Excellency the Earl of Elgin & Kincardine, Governor
General, &c., &c., &c.*

THE MEMORIAL OF JOHN YORICK, OF THE CITY OF QUEBEC.

HUMBLY SHEWETH;

That your Memorialist was in the early part of last month fined fifteen shillings, or eight days imprisonment, for abusing ex-policeman Foy, against whom there is information for the *Riot at Chalmers Church*.

Memorialist would particularly request Your Excellency's attention to the following facts: Memorialist was arrested by a warrant charging him with abusing Foy, but when Memorialist was brought before Mr. Maguire, and on Foy and another policeman No. 50, giving their evidence against Memorialist, Mr. Maguire saw he could not punish Memorialist on what he was arrested. What did Mr. Maguire do? he actually put the words into Foy's mouth, saying, was not he Yorick, your Excellency's Memorialist, obstructing the parapet or footpath.

Memorialist would also direct your notice to this most curious and unprecedented fact, why did not policeman No. 50, that was on his beat at the time, arrest him Memorialist, and at once bring him before a Magistrate if he was obstructing the parapet or footpath.

Memorialist would, therefore, humbly and respectfully solicit that your Excellency would be graciously pleased to cause a strict enquiry into the above unjust and prejudiced decision of Mr. Maguire, Police Magistrate, and order that the above mentioned fine be refunded to your Memorialist.

And for which your Memorialist, as in duty bound, will ever pray.

(Signed,)

JOHN YORICK.

Quebec, 15th August, 1853.

OFFICE OF THE INSPECTOR AND
SUPERINTENDENT OF POLICE.

QUEBEC, 13th September, 1853.

SIR,—I have the honor to state in reference to the accompanying letter of John Yorick, referred to me for report.

That the complainant Yorick was brought before me on the first day of July last, charged under the Police Ordinance, 2 Vict., cap. 2., with loitering in the streets and obstructing passengers by using insulting language.

The words imputed to Yorick were "you are a rebel, your infamy and villainy are well known," with other insulting expressions; and were addressed by him to one Michael Foy, a constable of Police.

Yorick was formerly in the city Police himself, a circumstance which rendered his conduct less excusable.

The charge preferred was satisfactorily proved before me by two witnesses, and Yorick being convicted of the offence, was adjudged to pay a fine of fifteen shillings, and in default of payment to be imprisoned for the space of eight days. He paid the fine, and was immediately discharged.

I may remark that the parties convicted under the Police Ordinance have an appeal to the Court of Quarter Sessions.

I have the honor to be,

Sir,

Your most obedient servant,

(Signed)

J. MAGUIRE,

I. S. P.

Honorable P. J. O. Chauveau,
Secretary, &c., &c., &c.

SECRETARY'S OFFICE,

QUEBEC, 20th September, 1853.

SIR,—Your Memorial having been taken into consideration, I am commanded by His Excellency the Administrator of the Province to inform you that in as much as you have by law a right of Appeal from the decision of the convicting Magistrate, your case is one which must be left to the ordinary course of the Law, and does not warrant His Excellency's interference.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,)

P. J. O. CHAUVEAU,

Secretary.

Mr. J. Yorick, Quebec.

Province of Canada, }
District of Quebec. }

To the Honorable the Justices of Her Majesty's Court of Queen's Bench in the exercise of its Criminal Jurisdiction.

The Grand Jurors of Our Sovereign Lady the Queen present—

That from certain facts that having come to their knowledge, John Maguire, Esquire, Justice of the Peace, Inspector and Superintendent of Police, for the City

of Quebec did, on the sixth day of June last, whilst a certain riot and attempt to demolish Chalmer's Church, in this City, were being perpetrated, wilfully omit, neglect, and refuse to do his duty.

That the said John Maguire, Esquire, having a sufficient Police force at his disposal, then and there present, took no steps to prevent or suppress the aforesaid riot and tumult, although he might have done so, and notwithstanding that he was repeatedly requested to use his authority as Police Magistrate,

All which is respectfully submitted for the consideration of the Court, to take such further measures as they in their wisdom may deem expedient.

(Signed,) THOS. CARY,
Foreman.

Grand Jury Room, 22nd Sept., 1853.

A true Copy, (Signed,) J. GREEN,
C. C.

QUEBEC:

PRINTED BY LOVELL AND LAMOUREUX,

MOUNTAIN STREET.

RETURN

To An Address from the Legislative Assembly, of the 2nd instant, for information relative to the contract between the Government and Messrs. McKean and McLarty, for Ocean Steam Communication Service.

By Command,

GEO. ET. CARTIER,

Secretary.

Secretary's Office,

Quebec, 6th March, 1855.

PUBLIC WORKS,

Quebec, 6th March, 1855.

SIR,—I am directed to transmit to you the following documents connected with the St Lawrence and Atlantic Steamers, for the information of the Legislative Assembly, as called for by your letter of the third instant.

Letters from D. Bellhouse, Board of Trade, Montreal; Messrs. D. McLarty, McKean, McLarty and Company, Cropper, and R. Lamont, Nos. 17,034½, 17,284, 17, 283, 18058, 18552, 18582, 19318, 19563, 19571½, 19779, 20236, 21233, 22, 678, 22682, 22896, 25096, 23099, 23882, 24102, 21436, 21454, 24670, 24383, 24605, 24670, 24830, 24664, 24714, 24768, 24880, 24934, 25022.

E. Parent,

Assistant Secretary.

Letters from Department of Public Works to Messrs. Bellhouse and R. Lamont. Nos. 12126, 12264, 12493½, 14223, 15549, 16325, 16427, 16652, 16740, 16849, 17017; letter from Lord Bury to R. Lamont. A.

I Have the honor to be,

Sir,

Your obedient Servant,

THOMAS A. BEGLY,

Secretary.

No. 17,034½.

Quebec, 1st July, 1854.

GENTLEMEN,—I beg leave to enclose a tender for Screw Steam Ships, between Great Britain and this Country, and have to state that if the Government deem it expedient, the Company will make Liverpool and Glasgow the alternate ports of departure; in that case they will engage to have a monthly line of Steamers ready for the early spring trade of 1853, and the fortnightly line as soon afterwards as possible.

I observe that the parties have through error omitted to include in their tender an obligation to convey the mails, this, however, it is perfectly understood, forms part of the service to be performed, and in so doing it is presumed the Government will exempt the steamers from payment of Light and other Provincial Dues.

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

(Signed,) DAVID BELLHOUSE,
Agent for Messrs. McKean, McLarty, & Co.,

To the Honble.
The Commissioner
of Public Works,
Quebec.

No. 17,284.

QUEBEC, 16th July, 1852.

SIR,—I beg to acknowledge receipt of your letter of this day's date, informing me that Messrs. McKean, McLarty and Company's tender for the establishment of a line of steamers to run every fortnight between Liverpool, Quebec and Montreal, during the season of river navigation, and between Liverpool and Portland in the State of Maine, monthly, while the St. Lawrence is closed, has been accepted, with the exception that the contract shall exist and be for a period of only seven years instead of ten, as conditioned for in the tender; and also on condition that I raise a sum of five thousand pounds sterling, from the St. Lawrence and Atlantic Railway Company in Canada, the Atlantic and St. Lawrence Railway Company in Maine, and from the City of Portland, as part payment of Messrs. McKean, and Cos. contract, leaving the balance thereon to be paid by the Canadian Government, it being understood that the parties referred to, are to be looked to and not the Canadian Government, for the payment of this annual sum of five thousand pounds sterling.

On behalf of Messrs. McKean, McLarty and Co., I beg to state that I will accept the Contract with the alterations suggested, and provided the Corporations above alluded to consent to pay the said sum of five thousand pounds.

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

(Signed,) DAVID BELLHOUSE.

The Hon. John Young,
Chief Commissioner of Public Works.

No. 17,283.

QUEBEC, 27th July, 1852.

SIR,—I have to acknowledge the receipt of your letter of the 17th instant, enclosing a letter of introduction to the President of the Atlantic and St. Lawrence Railway Company, and advising me at once to proceed to Montreal and Portland for the purpose of ascertaining whether the Corporations referred will be willing to raise the annual sums expected from them.

I beg to state that I have visited both these cities, and have pleasure to enclose copies of resolutions passed by the Directors of the St. Lawrence and Atlantic Company and of the Atlantic and St. Lawrence Railway Company, guaranteeing to pay Messrs. McKean and Co., the sum of £2,000 sterling each, in all four thousand pounds a year during the duration of the Contract; and I further beg to state that I have made such arrangements with the City of Portland for the other sum of £1000 sterling, as are satisfactory.

I therefore will feel much obliged by your informing me when you will be prepared to complete the contract.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,)

DAVID BELLHOUSE.

The Hon. John Young,
Chief Commissioner of Public Works.

No. 18,058.

QUEBEC, 16th October, 1852.

GENTLEMEN,—I beg leave to inform you that I have received from Robert McKean, Donald McLarty, and Robert Lamont, of Liverpool, their power of Attorney, bearing date the 18th day of September last, in relation to the Contract about to be concluded with the Government for a line of screw steamers to ply between Liverpool and Quebec and Montreal, during the summer months, and between Liverpool and Portland in winter. The power of Attorney is a ratification of the agreement entered into between me, on behalf of Messrs. McKean and Co., with Her Majesty's Government, but as there was a clause in the Contract making the agreement only valid in the event of the Parliament of this Province ratifying the same, the Contractors have desired me to obtain such ratification as soon as it conveniently can be done, in order that they may prepare themselves to carry out the Contract according to the terms of the Tender, it being understood that the twelve months specified in the Tender for the preparation of the line shall only commence from the day of the ratification of the Contract by Her Majesty's Government. The Contractors have instructed me to say that they will endeavor to set the line in operation before the expiration of the twelve months, and will in the mean time, in order to meet the views of the Government, run a monthly line of first-class steamers, commencing in the spring of next year, until their efficient boats shall be got ready for operation as provided for in the Contract. The Contractors in such case not claiming the Government appropriation until the boats as mentioned in the Contract be ready.

I have the honor to be,

Gentlemen,

Your obedient servant,

(Signed,)

DAVID BELLHOUSE.

To the Honorable
The Commissioners of Public Works.

No. 12,126.

22nd October, 1852.

SIR,—I am directed to acknowledge the receipt of your letter of the 16th instant, requesting that a ratification may be made of the contract entered into with Messrs. McKean, McLarty, & Co., for a line of Atlantic Steamers, and I have to inform you that the matter has been brought under the notice of the Executive, and that intimation of the sanction of the Legislature will be conveyed to you as soon as possible.

I am,

Sir,

Your obedient servant,

T. A. BEGLY,

Secretary.

D. Bellhouse, Esq.,
Quebec.

No. 12,264.

13th November, 1852.

SIR,—I am directed to inform you, by command, that the contract with Messrs. McKean, McLarty, and Company, on whose behalf you are acting as Agent for the establishment of a line of steamers between the River St. Lawrence and the Port of Liverpool, has been authorised and ratified by the Legislature.

I am,

Sir,

Your obedient servant,

T. A. BEGLEY.

D. Bellhouse, Esq.,
Montreal.

No. 18,552.

OFFICE OF THE BOARD OF TRADE,
MONTREAL, 11th December, 1852.

SIR,—I have the honor to enclose herewith a memorial to His Excellency the Governor General, from the Montreal Board of Trade, praying for certain information regarding the contract for the establishment of a line of Ocean Steamers next Spring, and I am directed to request that you will be pleased to present the same to His Excellency.

I have the honor to be,

Sir,

Your most obedient servant,

ALEX. CLERK,

Secretary.

To the Hon. A. N. Morin,
Provincial Secretary,
Quebec.

To His Excellency the Right Honorable James, Earl of Elgin and Kincardine, Knight of the Most Ancient and Most Noble Order of the Thistle, Governor General of British North America, and Captain General and Governor in Chief in and over the Provinces of Canada, Nova Scotia, New Brunswick and the Island of Prince Edward, &c., &c., &c.

The Memorial of the Montreal Board of Trade.

RESPECTFULLY SHEWETH :

That your Memorialists observed with satisfaction the passing of an Act by the Legislature to establish a line of steamers between Liverpool and the Ports of Quebec and Montreal.

That as provided for in the Act aforesaid, your Memorialists expected the steamers in question to be in operation early in the ensuing spring, and arrangements for the transmission of merchandise by them have already in some instances been made.

That your Memorialists perceive with alarm that the contractors have apparently been unable to fulfil their engagements, as from documents now before your Memorialists it appears they have offered their contract to another Company, and to be worked on principles differing from the original contract.

That the establishment of this new company depends on their getting from the Imperial Government, a Royal Charter, limiting the liability of the shareholders, the amount of stock held by them, and if such charter is not obtained the Company will not go into operation.

That your Memorialists entertain doubts of the charter in question being obtained, and it is highly desirable that the mercantile community should at once be made aware if the contract is not likely to be carried out.

Wherefore your Memorialists pray that your Excellency will be pleased to communicate to them any information in possession of the Government having reference to the matter.

And your Memorialists, as in duty bound, will ever pray.

HUGH ALLEN,
President Montreal Board of Trade.

Alexander Clerk,
Secretary.

No. 12,493½.

December 16th, 1852.

SIR,—I am directed by the Commissioners to inform you that it has been stated to the Government that the contractors for the line of Atlantic screw steamers are apparently unlikely to fulfil their engagement, and that they are endeavoring, in consequence, to transfer their contract to a Company, the establishment of which depends upon the obtaining a Royal Charter, their succeeding in which is doubtful: and I have to state that the Commissioners will feel obliged by your furnishing them with any information in your power, connected with the subject.

T. A. BEGLY,
Secy.

D. Bellhouse, Esquire,
Agent for the Contractors, Steam Navigation Company.

No. 18,582.

MONTREAL, 20th December, 1852.

SIR,—I am favored with your letter of the 16th instant, stating that you have been directed by the Honorable the Commissioners of Public Works to inform me that it has been stated to the Government, "that the contractors for the line of Atlantic Screw Steam Ships are apparently unlikely to fulfil their engagement, &c." This statement is most decidedly at variance with my advices, and I beg to state for the information of the Honorable the Commissioners, that Messrs. McKean, McLarty, and Company have made arrangements to carry their contract whether a Royal Charter be obtained or not.

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

(Signed) DAVID BELLHOUSE.

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

No. 19,318.

MONTREAL, 28th March, 1853.

SIR,—I beg to inform you that I continue to receive the most positive assurances that the Ocean Steamers will commence their regular trips, at the appointed time; the Cleopatra is advertised to sail from Liverpool 17th April. I am also authorised to advertise the dates of sailing from hence, and which will appear in the papers of to-morrow.

There is no doubt the operations of the Company have been retarded in consequence of the delay which they have met with in their applications for a Royal Charter, but they are determined not to allow this to interfere with their contract with the Provincial Government, Montreal.

If you deem that this information will be at all interesting to His Excellency the Governor or the Honorable the Members of Council, I shall feel obliged by your communicating it.

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

(Signed) DAVID BELLHOUSE,

Thomas A. Begly, Esq.,
Secretary Board of Works, Quebec.

(1.)

No. 19,563.

OFFICE OF THE BOARD OF TRADE,
MONTREAL, 21st April, 1853.

SIR,—I have the honor to enclose herewith, a Memorial to His Excellency the Governor General from the Council of the Board of Trade, praying for certain information regarding the contract for the establishment of a line of Steamers between Great Britain and this Province, and am directed to request that you will be pleased to present the same to His Excellency.

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

(Signed,) ALEX. CLERK,
Secretary.

The Hon. A. N. Morin.
Provincial Secretary,
Quebec.

To His Excellency the Right Honorable James Earl of Elgin and Kincardine, Knight of the Most Ancient and Most Noble Order of the Thistle, Governor General of British North America, and Captain General, and Governor in Chief in and over the Province of Canada, Nova Scotia, New Brunswick, and the Island of Prince Edward, &c., &c., &c.

The Memorial of the Council of the Montreal Board of Trade.

RESPECTFULLY SHEWETH:

That your Memorialists find in the printed copy of Contract entered into between the Provincial Government and Messrs. McKean, McLarty and Co., that the latter undertook for the consideration of sixteen thousand pounds sterling, per annum, to establish and keep up a regular line of large and powerful screw steamers to ply once a month during the present year (beginning at the opening of the navigation), between Liverpool, Quebec, and Montreal, and twice a month, beginning in the spring of next year, for the consideration of twenty-four thousand pounds sterling per annum.

That the said steamers were to be of the register burthen of twelve hundred tons each, carpenters measurement, with three hundred horse power, and capable of stowing one thousand tons of measurement cargo, besides coal for twenty-four days' consumption.

That your Memorialists have failed to perceive any preparations making on the part of the contractors by building vessels efficiently to carry out the contract.

That the steamer *Genova*, advertised as the first of the line, is registered in Lloyd's Book as a vessel of three hundred and fifty tons only, but as that probably excludes the engine room, she may reach, but it is not likely much to exceed six hundred tons carpenters' measurement.

That the said steamer is not three hundred horse power, and with twenty-four days' fuel on board, could carry very little, if any, merchandise whatever.

That unless carried out in an efficient manner, the contract in question will be injurious in place of being beneficial to the trade of the Province, inasmuch as it will prevent other parties from embarking in the business.

Wherefore your Petitioners respectfully pray that your Excellency will be pleased to inform them whether there is any (and if so, what) other contract, agreement or writing between the Government and the Contractors, modifying or altering the said agreement, whether the Contractors are to be paid any money by the Government for the trip of the *Genova*? When, in the opinion of the Government, this contract actually comes into operation? and any other information on the subject which your Excellency may be pleased to afford.

And your Memorialists, as in duty bound, will ever pray.

(Signed,)

HUGH ALLEN,

President Montreal Board of Trade.

Alex. Clerk,
Secretary.

No. 19,571½.

SWORDS' HOTEL.
QUEBEC, 28th April, 1853.

SIR,—I am just in receipt of your note accompanying Memorial from the Board of Trade at Montreal, to His Excellency the Right Honorable the Governor General, for information on the contract entered into between the Canadian Government and my Firm, (McKean, McLarty, & Co.) for the establishment of a line of ocean steam vessels between Liverpool and Canada.

The Memorial states that it was contracted that steam vessels of 1200 tons and 300 horse power were to be placed; and points out that the "*Genova*," the first that is to commence the line, is under that size, and it asks if contract money will be paid for the services she may perform.

In reply, we beg to state, that arrangements have been completed by my Firm for building larger and more powerful steam vessels, than the size and power mentioned in the contract.

On referring to the offer made by my Firm, to perform the service, it will be seen that the vessels of the size stipulated for were to be placed in ten months from receipt of contract deed, and the line would commence this season with other first-class vessels until those intended for the service were ready. The size and power of the temporary vessels were not agreed on.

The ratification of the contract for the Canadian part of the service, was not received until the end of last October, and that for the winter service to Portland only last month, namely March, 1853.

No effort was spared on our part to secure a suitable consort to the "*Cleopatra*," but since our tender was sent in the demand for that class of steamers had become so great, that the few then in existence or building, which would have suited the service were bought previous to receiving ratified deed.

The "*Genova*" has capacity for about 600 tons of measurement cargo and 20 days of Anthracite fuel; is considered one of the fastest screw steamers belonging to the port of Liverpool, and, as a temporary vessel, will give, I am sure great satisfaction.

As to when the Contract service will be said to commence is for the Government to decide.

I have the honor to be,
Your obedient servant,

D. McLARTY, Junr.,
Of McKean, McLarty & Co.,
Liverpool.

The Hon. H. H. Killaly, Esq.,
Board of Works.

No. 19,779.

QUEBEC, 23rd May, 1853.

GENTLEMEN,—I have the honor to wait upon you with the accompanying letter from Mr. McLarty, who has recently left for England, and by which you will perceive that I am authorised to enter into an arrangement with the Canadian Government for an extended service of "Ocean Steam Communication," should you think proper to recommend the measure.

I beg for your information to state that the Company I represent will engage to run a class of vessels which will make as good average passage from Liverpool to Quebec as any steamships afloat make from Liverpool to New York; hence they are of opinion that these vessels will carry a considerable number of letters, and a large revenue would be derived therefrom by the Colonial Post Office Department.

The Company will further engage to carry the produce of the country at rates of freight assimilating with those charged by sailing vessels from New York to Great Britain. Any other information required I shall be happy to give.

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

(Signed,) DAVID BELLHOUSE.

To the Hon.
The Commissioners
Of Public Works,
Quebec.

QUEBEC, 21st May, 1853.

GENTLEMEN,—Having been informed that it is the general desire of the country that the fortnightly service of Ocean Steamers, for which we are the contractors, should be at once extended into a weekly service;

We beg to make a tender to perform said extended service as follows:

That for the sum of seventy-five thousand pounds sterling per annum, in addition to the twenty-four thousand pounds already contracted for, we shall extend the line of steamers to a weekly service, to commence in the spring of 1854.

That the steamers shall be of greater dimensions and power, say of two thousand tons burthen, and five hundred horse power, capable of carrying 15 to 30,000 barrels of flour.

That we shall arrange to transport and receive freight to and from the lakes at such reduced rates as will divert the entire Canadian trade with England to its true channel, the St. Lawrence.

Our Agent, Mr. Bellhouse, is authorised to negotiate the conditions we shall perform for said extended grant.

I have the honor to be,
Your obedient servant,

D. McLARTY, Junr.,
Of McKean, McLarty, & Co.,
Liverpool.

To the Hon. Commissioners,
Board of Works.

No. 20,236.

31 WATER STREET,
LIVERPOOL, 18th June, 1853.

DEAR SIR,—Our Mr. McLarty has arrived home all well, having satisfactorily accomplished the object for which we sent him, we have at once commenced to act upon the Bill of incorporation obtained by us from your Government. A preliminary meeting of our Directors will take place next week, to report progress, and no doubt every thing will be so satisfactorily arranged, that we shall be enabled to advise you fully particulars of the Company's intentions.

We were extremely sorry that the "Cleopatra" should have again failed our expectations, and also the impossibility of obtaining a Steamer to take her place, we are now glad to say, that we have positive news from Australia, by which we expect to see the "Cleo" here in a fortnight, and with other arrangements just completed, you may expect a Steamer every month until the new ones are ready next year, and in good time to commence the regular fortnightly service.

The "Lady Eglinton" will make up for her small size by the great speed which she possesses, and satisfy any scruples the Canadians may have had of the possibility of the intended line being equal to the Mail service.

Hoping to have this pleasure again very soon.

Yours very truly,

McKEAN, McLARTY & Co.

To the Hon. Mr. Killaly, Quebec.

No. 14,223.

15th October, 1853.

GENTLEMEN,—I am directed to inform you, that communications have been made to this Department from reliable sources, to the effect that you have not as yet got any vessels under contract for the Ocean Steam Line undertaken by you. Great disappointment is felt here in consequence of the rumour referred to, and I have now to state that the Provincial Government must consider your contract as forfeited, unless some immediate satisfactory proof be afforded by you, that the expectations of the line being put into efficient operation will be realised.

T. A. BEGLY,
Secretary.Messrs. McKean, McLarty & Co.,
No. 31, Water Street, Liverpool, England.

No. 21,233.

4 DRURY LANE,
LIVERPOOL, 14th Nov. 1853.

SIR,—We have the honor to acknowledge receipt of your letter of 15th October, intimating that communications had been made to your Government, that we had not yet had any Steamer under contract for the Ocean service entered into by the Canadian Government and ourselves; that great disappointment is felt in consequence, and that unless satisfactory reasons are given by us,

that the expectations regarding the line being put into efficient operation be realised, the contract entered into will be forfeited.

In reply we beg respectfully to mention that we are not surprised that such representations should have been made by the Government, the getting up of this line having throughout met with such unusual opposition from interested parties here as well as in Canada, and we had hoped that the nature of this opposition was not unknown to the Government, and that, also, the communications recently made would meet with the appreciation such merited.

In order to satisfy the Government that the communications referred to are unworthy of notice, we beg here to call attention to the Liverpool Mercury of this date, wherein an account is given of the launch of one of the vessels of the line, "Ottawa" built by Mr. John Laird, and which is to act as a consort to the "Cleopatra" for the due carrying out of the winter service to Canada *via* Portland. The other three vessels building by the same party will be available in time to meet all the conditions of the contract. We respectfully crave your attention to the fact that these three vessels are to be each 1800 tons instead of 1200, and that from the increased size, the additional value of labor and materials, a much larger amount of capital has been found necessary, and is in fact, double the amount anticipated when we offered for the service.

We have further to remark that, the fortnightly service will be duly commenced and maintained after April next.

Although we have been unremittingly making preparations for the carrying out of our contract with the Canadian Government, we did not think it necessary to state to the Government our progress, or make any report, until the service was about to commence.

With a view to redeem the promises made by Mr. Bellhouse, at a very heavy expense we chartered whatever steamers it was possibly in our power to obtain from the shortness of the notice received by us, so as to afford the Canadian Public the benefit of steam communication during the past season and which would have been more complete but for the continued absence of the "Cleopatra" in Australia, quite unexpected by us.

We trust what we have now stated with regard to the carrying out of our contract with the Canadian Government will be deemed satisfactory.

We are, Sir,
Yours very respectfully,

McKEAN, McLARTY, & CO.

Thomas A. Begly, Esq.,
Secretary,
Department Public Works,
Canada.

No. 14,464.

26th November, 1853.

GENTLEMEN,—I am directed to acknowledge the receipt of your letter of the 4th instant, containing satisfactory assurances with regard to your arrangements for carrying fully into operation the line of St. Lawrence and Atlantic Steamers for which you have contracted, and I have to express the satisfaction of the Commissioners of Public Works of this Province, at finding that the unfavorable reports on the subject, which have reached them, are unfounded.

The Commissioners trust that such exertions will continue to be made by you, for the performance of your undertaking, as will prevent all possibility whatever of disappointment to them and to the public.

(Signed,)

T. A. BEGLY,
Secretary.

Mesrs. McKean, McLarty, & Co.,
No. 4 Drury Lane,
Liverpool.

No. 22,678.

MONTREAL, 20th May, 1854.

MY DEAR SIR,—I find I omitted to enclose Capt. Atkins' Telegraphic message in my letter to you of to-day; I now beg to do so.

I am, dear Sir,
Yours faithfully,

(Signed,)

DAVID BELLHOUSE.

Thos. A. Begly, Esq.,
Quebec.

N.B.—The Ottawa's passengers will reach Montreal to-morrow (Sunday morning).

20th May, 1854.

(By Telegraph from Portland.)

To David Bellhouse, Esq.

DEAR SIR,—The "Ottawa" is at Portland, all well. I have been four days in ice trying to get into the St. Lawrence, but found it impossible. You are requested to communicate to me as to what I am to do. Say if it is possible for me to discharge my cargo, and what the difficulty is, if any. I send my passengers by to-morrow's train.

I am, dear Sir,
Yours truly,

(Signed,)

J. B. ATKINS.

No. 22,682.

MONTREAL, 20th May, 1854.

SIR,—I beg to inform you, for the information of the Honorable the Commissioners of Public Works, that the "Ottawa" has put into Portland.

I enclose a telegraphic communication received from the captain. It appears that since leaving Sydney, C. B., she has been four days in the ice.

Under the circumstances, I proposed to have her discharged at Portland, and bring her cargo over the rails, and despatch her from thence with all the expedi-

tion I can give her, and hope by this means she will reach Liverpool in time to sail on the regular day in June.

Trusting that what I have done will meet with the approval of the Commissioners,

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

(Signed,)

DAVID BELLHOUSE.

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

No. 15,549.

10th June, 1854.

SIR,—The terms and conditions of the contract with the parties for whom you are Agent, for the establishment of a line of steamers between Liverpool and Quebec, not having been fulfilled, I am directed to request that you will be so good as to state immediately, for the information of the Government, when they will be in a position to carry out their contract in a satisfactory manner, and as required by the conditions of it; also, that you will state distinctly what boats of the required power and tonnage they now have at their command, what others they may have in course of construction, and when these last named will be ready for navigation.

T. A. BEGLY,
Secretary.

D. Bellhouse, Esq.
Quebec.

No. 22, 896.

MONTREAL, 13th June, 1854.

SIR,—I have the honor to acknowledge receipt of your communication of the 10th instant, and lose no time in furnishing the requisite information for the use of Government.

The Canada Steam Navigation Company have since November last, made six trips to Portland and three to the St. Lawrence. The vessels employed in this service are all of greater tonnage than the minimum provided for in the contract, and the fact that some of the voyages were tedious, is solely attributable to the unusual accumulation of ice met with on the banks, in the Gulf, and in the River St. Lawrence.

The Steam Ships "Ottawa," "Cleopatra" and "Charity" are quite capable of performing a fortnightly service, and I have no doubt will do so the remainder of the season in a most satisfactory manner. Besides these, the Company can always avail themselves of the services of the "Sarah Sands," should it be necessary at any time to use them.

The Company have contracted for the building of several vessels not to be surpassed by any afloat, the first of these the "Erie" of 1700 tons will be ready for service in October, she will be succeeded in rapid succession by the "Ontario" of 2400 tons burthen and the "Huron," a twin vessel.

The standing of the Company is second to none in Great Britain in point of wealth and respectability. That they have not hitherto succeeded in employing

larger and more powerful vessels, is to be attributed to the very great difficulty which has existed, for some time, in making contracts for building and the impossibility of chartering this class of Ships.

I shall at all times be glad, on behalf of the Company, to communicate fully with the Government, as respects the progress they are making and their efforts to carry out the contract to the fullest extent, that the Government or country may desire.

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

(Signed,) DAVID BELLHOUSE.

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

No. 23, 199.

MONTREAL, 4th July, 1854.

SIR,—I beg leave to inform you for the information of the Honorable the Commissioners of the Board of Works, that although the obstacles in the navigation of the St. Lawrence this spring caused two of the Canadian Steam Navigation Company's ships to proceed to Portland, the passengers and goods for Quebec and Montreal were at great expense sent by Rail and Steamboat to those places, and I have the now honor to state that every necessary arrangement has been made to carry out in an efficient manner the contract service.

From a letter I have just received from the Secretary of the Company, an extract of which I enclose, you will observe that the "Ottawa" was to leave Liverpool on Monday, the 26th June (the 25th falling on Sunday.)

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

(Signed,) DAVID BELLHOUSE.

Thomas A. Begly, Esquire,
Board of Works, Canada.

Extract from Mr. Rudd's letter.

I regret this letter is not conveyed to you by one of our own Steamers, but owing to the delay at Portland of several of the Company's Steamers, as you well know, after ineffectual attempts to reach Quebec, owing to the unusual quantity of ice at this late season of the year, the Company have very reluctantly been compelled to abandon the idea of dispatching a Steamer hence on the 10th instant (June) none of their own Steamers being in port, and suitable vessels not being available elsewhere, you will please be particular in representing this to the authorities at Quebec.

In consequence, the "Ottawa" now hourly expected will be dispatched 26th June, (25th falling on Sunday.)

No. 23, 882.

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

THE PETITION OF THE CANADIAN STEAM NAVIGATION COMPANY,

HUMBLY SHEWETH :

That Your Petitioners, on the 30th day of August, one thousand eight hundred and fifty-two, entered into a contract with the Honorable John Young of Quebec, at that time Chief Commissioner of Public Works for this Province, acting for and on behalf of Her Majesty, to maintain a regular line of Screw Steamers to ply between Liverpool, Quebec and Montreal, and between Liverpool and Portland upon the terms and conditions in the said contract expressed.

That Your Petitioners have had many difficulties to contend with ; parties interested in other lines of Steamers plying from Liverpool to the United States, having thrown many serious obstacles in the way of Your Petitioners which hindered and embarrassed them in making their arrangements for the performance of the said contract, the circumstances connected with which being well known to the Commissioners are merely adverted to.

That the service has been performed by the following vessels, leaving Liverpool upon the days hereafter stated, to wit :

	Name of Steamer.	Day of sailing from Liverpool.
For Portland.....	Sarah Sands.....	26th November, 1853.
“ “	Charity.....	16th January, 1854.
“ “	Sarah Sands.....	30th January, “
“ “	Ottawa.....	2nd March, “
“ “	Sarah Sands.....	31st March, “
For Quebec and Montreal.....	Cleopatra.....	12th April, “
“ “	Ottawa.....	25th April, “
“ “	Charity.....	10th May, “
“ “	Sarah Sands.....	25th May, “
“ “	Ottawa.....	26th June “
“ “	Cleopatra	10th July, “
“ “	Sarah Sands.....	25th July; “
“ “	Charity	10th August, “
“ “	Cleopatra.....	25th August, “
“ “	Ottawa.....	5th September, “
“ “	Charity	15th September, “
For Portland.....	Sarah Sands.....	5th October, “
“ “	Cleopatra.....	20th October, “

That the severity of the last winter caused a great accumulation of ice to form on the banks of Newfoundland and in the St. Lawrence, completely impeding the navigation until a very late period causing great loss to the said Company. Their first trip this spring, the “Cleopatra” after several endeavors to ply up the St. Lawrence, was obliged to put into St. John’s Newfoundland ; the said steamer made a second attempt in which she received considerable damage, and was finally obliged to bear up for Portland for repairs, not finding it practicable, owing to the ice, to proceed up the St. Lawrence, and the passengers of the said steamer were forwarded to their respective destinations at the said Company’s ex-

pense. The damages sustained from the ice having been repaired, the said steamer afterwards proceeded to Quebec by the Gut of Canso, and reached this port on the (24th) twenty-fourth day of May last.

That their second trip, the "Ottawa," left Liverpool on the 25th of April and was also prevented by ice from plying up the Gulf, and after making numerous efforts, she was compelled to put into Sydney C. B., after which she again attempted to force a passage through, but without success. She then bore up for Portland, landed her passengers and discharged cargo, and forwarded the whole to their respective destinations at the expense of the said Company.

That the delays above mentioned, were caused by circumstances which your Petitioners could not control, and involved upon them a very heavy loss, which might have caused the abandonment of the enterprize, but for the encouragement held out by Her Majesty's Government.

That Your Petitioners have every reason to believe, that since the above casualties, the contract has been performed to the satisfaction of the public, and in conformity with the intent and meaning of the contract.

That an early acknowledgement of the subsidy due by Her Majesty's Government, in conformity with the contract, would stimulate the Company in their exertions in the providing larger and more powerful vessels for the efficient performance of the contract, and your Petitioners respectfully submit, that they have two large steamers now rapidly approaching completion, and two others of still larger power and tonnage, are laid down, all of which, it is intended, shall be used in the said service.

Your Petitioners therefore humbly pray that the Honorable Commissioners of the Board of Public Works of this province, will be pleased to take the premises into consideration, and grant to your Petitioners the subsidy mentioned in the said contract.

And, as in duty bound, your Petitioners will ever pray.

(Signed) DAVID BELLHOUSE.
Agent to the C. S. N. C.

Quebec, 19th October, 1854.

No. 16,325.

3rd November, 1854.

SIR,—I enclose to you, herewith, a copy of an address of the Legislative Assembly, asking for certain information connected with the Canadian Steam Navigation Company, and am directed to request that you will be so good as to furnish the Commissioners of Public Works with the information in question.

Your petition on the part of the Company has been received.

T. A. BEGLY,
Secy.

D. Bellhouse, Esq.,
Agent for the C. S. N. Company.

No. 24,102.

Montreal, 13th November, 1854.

SIR,—I beg to acknowledge receipt of your letter of 3rd instant, and which would have been promptly replied to, but I have been travelling for some days, and have only just got possession of it.

The information you ask for, will, I imagine, be now too late for the purpose intended, or I should be happy, so far as in my power, to furnish it. I hope to be in Quebec in the course of a day or two, will then wait upon you, and if I can furnish any information to the Hon. the Commissioners of Public Works, or the Hon. the Legislative Assembly, I shall be happy to do so, in the meantime,

I have the honor to be,
Sir,
Your obt. servant,

(Signed) DAVID BELLHOUSE.

T. A. Begly, Esq., Secy.,
Public Works, Quebec.

No. 24,136.

MONTREAL, 15th November, 1854.

Sir,—In answer to your letter of the 3rd instant, inclosing an Address of the Legislative Assembly, asking for certain information connected with the Canadian Steam Navigation Company, I beg leave to state :

To the 1st enquiry, “ Whether the line consists of five Screw Steamers of the first class, being each not less than 1200 tons burthen, and 300 horse power, “ 230 feet keel, breadth 34 feet.”

That the Company have had four first-class steamers in service thereof, which are the size and power specified in the contract, and the whole would have been of the same class, had it been possible to procure them, but in consequence of the breaking out of the war, and the consequent unprecedented demand of Steam Ships of all classes, it could not be done, and the Company consider that, under the circumstances, the contract has been carried out in the most efficient manner, although perhaps not to the strict letter of the contract, and this was done at a period when the Home Government were offering most advantageous terms for Steamers to all Steam Companies in the United Kingdom. It was found that four Steamers would have been amply sufficient to perform a fortnightly service, had not two of the vessels been so long detained and so seriously injured by ice in the spring, and since that period the service has been regularly and satisfactorily performed. It may be mentioned that the Collins' mail line has never consisted of more than four ships, and the service is now being performed with three.

2nd. “ Whether their draft of water, after consumption of fuel and landing “ of freight at Quebec, as specified in the contract, was 11 feet.”

It would be impossible to construct Screw Steamers of the size required, to work efficiently and safely on so light a draft of water as eleven feet, as, in such case, it would render the machinery useless, the screw could not have sufficient hold of the water.

3rd. “ Whether the price of freight demanded for fine goods has exceeded 60s.?”

The freight on fine goods during the spring and summer voyages, did not in any case exceed 60s. per ton, and in the fall the freight was raised to 80s., which did not by any means compensate the Company, owing to the very high rate of wages, provisions, &c., and in consequence of the unusual low rate of freight on the homeward cargo.

4th. “ Whether the time outwards of any or of all said Steamers has exceeded “ ed 14 days yearly average, and time homeward 13 days?”

The average passages of the Company's Steamers have not since the disasters of the spring much exceeded fourteen days out, they have made a better

average than thirteen days to Liverpool; the "Ottawa" performed the last passage from port to port in eleven days and six hours.

5th. "Whether the said Steamers or any of them have proceeded to Montreal, and do now proceed to Montreal, as stipulated in the said contracts?"

All the spring and summer Steamers proceeded to Montreal; those arriving in the fall did not, owing to there not being sufficient water. This was a loss to the Company, as it compelled them to trans-ship and send the cargoes in lighters, in tow of Steamers to Montreal.

May I be allowed to add that the Company are making extensive preparations for next year's service, two large and powerful Steamers will be ready, previous to the opening of the navigation, and two others, still larger, are in the course of building in Liverpool.

I have the honor to be,

Sir,

Your obedient servant,

Thos. A. Begly, Esq.
Public Works.

(Signed,) DAVID BELLHOUSE.

No. 24,154.

MONTREAL, 15th November, 1854.

SIR,—I beg leave to call the attention of the Honorable the Commissioners of Public Works, to the application that I made some time ago on behalf of the Canadian Steam Navigation Company, in relation to subsidy for the services performed.

The Company are desirous to receive the amount due to them: I shall therefore feel obliged by your bringing the matter before the notice of the Honorable Commissioners.

I have the honor to be,

Sir,

Your obedient servant.

Thomas A. Begly, Esq.,
Public Works, Quebec,

(Signed,) DAVID BELLHOUSE.

No. 16,427.

27th November, 1854.

SIR,—In reference to your letter of the 15th instant, giving statement with regard to the Canadian Steam Navigation Company's Vessels, I have to inform you that it will be necessary, in replying to the questions contained in the Address of the House of Assembly, that you should answer distinctly and in detail with regard to each vessel, stating her burthen, power, length, breadth, time of making each passage, &c., &c.

You will be so good as to furnish this information immediately, as your memorial of the 19th of October cannot be entertained until the action of the Legislature in the matter generally has been made known.

T. A. BEGLY,
Secretary.

D. Bellhouse, Esq.,
Montreal.

No. 24,670.

LIVERPOOL, 28th November, 1854.

SIR,—Although personally unknown to you, I take the liberty of addressing you on behalf of the Canadian Steam Navigation Company, (of which Company I am Deputy Chairman) in order to ascertain so far as you may be disposed to communicate them, the views and intentions of the Canadian Government with reference to that Company.

This Company has performed 16 voyages under a contract granted by the Canadian Government in 1852, to Messrs. Lamont and McLarty, who were unable to carry it out, and early in the present year transferred to the parties whom I represent. Application has been made to the Government for the payment of the subsidy claimed under the contract, but no part of it has yet been received.

The exertions made by the Company in the purchase of the best vessels to be obtained although falling short in tonnage, 100 or 150 tons of the tonnage prescribed in the contract, the high prices they were compelled to pay for those vessels, the difficulties and great expenses the Company incurred in consequence of the very severe winter, the existence of ice in the St. Lawrence, later than usual, the low rates of freight and passage at which many of the voyages were performed in compliance with the terms of the contract, have been brought under the notice of some of the Members of the late Canadian Government, and the Company has been led to believe that under these circumstances the subsidy would not be withheld.

In order, however, to carry out more fully the requirements of the contract, the Company made contracts for three large vessels, two of which (each about 1800 tons) will be finished early next Spring, and with other arrangements which they have in contemplation, they will be in a condition to place the steam communication between this Country and Canada, in a situation to bear a favorable comparison with that existing between this Country and the United States of America.

To accomplish this, however, a much larger subsidy than that contained in the existing contract will be required; the great increase in every expense attending steam navigation, and the experience of the past year, of the difficulties, delays and expenses of the navigation in the St. Lawrence, together with the difficulties at this time of raising so large a capital, compel the Company, before they proceed further, to ascertain, First, whether the Government is prepared to pay for the past service, and secondly, whether an increased subsidy for the future will be granted, and to what extent.

The Canadian Steam Navigation Company, as it at present exists, is a private Company, without a charter and consequently without any limit as to liability. The parties concerned had always in view the obtaining a charter in this Country, or an Act of the Canadian Government which would have given them the advantage of the limit of liability. In order to secure either the one or the other, a dissolution of the existing Company is necessary, and they have taken steps towards effecting this object.

It is therefore at this moment of pressing importance to them to be informed of the intentions of the Government as regards the support they are ready to grant to such a Company, as without that support they will be compelled to break up the line, the common receipts from which they are now fully satisfied cannot for a long time produce any return to the owners.

The legal proceeding to effect the dissolution will occupy six weeks or two months, by which time the Company would be glad to receive any communication which you may be disposed to send them, which may guide them as to the course they will take.

I am sorry the Company is at this moment unable to find any one whom they can send to represent them or depute to arrange this matter in Canada, and as correspondence incurs so much delay, I am desired to specify the terms upon which they would be willing to re-organize the Company, and carry on a *fort-nightly* service between this Port and Quebec in the summer, and between this Port and Portland during the winter.

In the first place they could not be limited in the rates of freight and passage, and although they feel this is a matter of importance to them, the Government will see that a check as to excessive rates will exist in the competition with the United States line and the sailing vessels to Canada.

The speed, although they would hope on the average considerably to exceed that rate, they could not engage to perform over $8\frac{1}{2}$ knots per hour.

For the performance of this service they would require a subsidy of £50,000 per annum.

I regret extremely that we cannot, by a personal communication with the Canadian Government, ascertain their views upon the subject, but the position of the Company, and the responsibilities already incurred, require that we should come to an immediate decision as to our future course.

I beg to apologise for the imperfect manner in which I laid this matter before you, and begging your early consideration of the subject.

I am,
Yours very faithfully,

(Signed,) EDWARD CROPPER.

Hon. Sir Allan MacNab,
Quebec.

No. 24,383.

MONTREAL, 18th December, 1854.

SIR,—I have the honor to acknowledge receipt of your letter of the 27th ult., which followed me to Portland.

I regret to find that the long reply which I forwarded to the questions contained in the Address of the Honorable the Legislative Assembly are not deemed, in some particulars, sufficiently minute, the information still required has reference you informed me to each vessel's burthen, power, length, breadth, time of making each passage, &c.

To the most important of these, I regret that I am not at present in a position to reply and must refer to England for the information.

By my last advices I learn that the Company are making vigorous efforts to place the line in the most efficient state. They contemplate, in addition to the large steamers now constructing, to employ tow-boats, erect wharves, &c., for the better conducting of the service. The action of the Government in reference to the memorial which I presented some time since for the payment of subsidy, is waited for with much anxiety by the Company, not so much on account of the money claimed as the beneficial influence which a knowledge of its actual payment cannot fail to have upon the Stockholders, who have embarked their capital in the enterprise, thinking that a material part of the value of the Stock would arise as much from the connection with Government as from the subsidy itself.

Respecting the conduct of the service hitherto, I do not think it necessary to trouble you again at any length; any one acquainted with the state of the shipping trade in Britain during the last two years, knows how numerous the difficulties were, either in purchasing, chartering or making contracts for the building

steam vessels. I respectfully take leave to express the opinion that it should be rather matter of approval that the Company, in the face of such formidable obstacles, have been able to do so much as they have done, than that some irregularities should have occurred.

I shall be glad to be favored with the determination of the Government respecting the memorial, at an early day, so that no time may be lost in communicating with the Company in Liverpool.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,)

DAVID BELLHOUSE.

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

No. 24,605.

QUEBEC, 13th January, 1855.

SIR,—I have the honor of informing you that I have come out to Canada on behalf of the Canadian Steam Navigation Company, for the purpose of settling accounts with the Government for the past service, and of ascertaining whether they are disposed to admit of some modification of the terms of the contract for the future.

May I solicit the favor of an interview with you at the earliest moment that your other important avocations will admit, as I am anxious to return to England.

I have the honor to be,

Sir,

Your most obedient servant,

(Signed,)

ROBT. LAMONT.

To the Honorable,
Jean Chabot,
Commissioner of Public Works,
Canada.

No. 16,652.

17th January, 1855.

SIR,—I am directed to acknowledge the receipt of your letter of the 13th instant, reporting your arrival from England for the purpose of arranging for payment, &c., on the part of the Canadian Steam Navigation Company, and to inform you that your communication shall be laid before the Chief Commissioner of Public Works, on his return to Quebec.

T. A. BEGLY,

Secretary.

R. Lamont, Esq,
Swords' Hotel.

No. 24,670.

SWORDS' HOTEL,
QUEBEC, 23rd January, 1855.

SIR,—I have already had the honor of informing you that I have come to Canada expressly on the subject of the contract establishing steam communication between this Country and England.

I desire to settle accounts for past services, and likewise to submit to the Government certain modifications of the contract for the future, which experience has shown to be necessary for the more efficient performance of the service.

In connection with the first object of my mission, it is fitting that I should offer some observations upon the manner in which the service has been performed hitherto, a course which is rendered necessary by the Report on the subject, dated June, 1854, which your Honorable Board presented to His Excellency the Governor General, to be laid before the two Houses of the Legislature.

Before adverting to the charges of nonfulfilment of contract contained in the Report, I take leave to offer a few preliminary explanations, and to mention that the fact has been overlooked, that although the contract bears date August, 1852, it was not until March, 1853, that it was completed, and received in England; that is, only two months prior to the date mentioned therein for the commencement of a monthly service to the St. Lawrence. The reasons of this delay were, that it was provided that it should be ratified by the Canadian Parliament which was not accomplished until November; and it was also provided, that the Atlantic and St. Lawrence and St. Lawrence and Atlantic Railway Companies as well as the City of Portland, should confirm their portion of the contract before it would be considered complete, and this ratification by the Railway Companies probably could not be accomplished sooner.

Notwithstanding this short notice of only two months instead of twelve, notwithstanding that the City of Portland had not and has not to this day ratified its portion of the contract, notwithstanding that during the time thus lost, a demand for steam vessels, and consequent rise of price had occurred in Great Britain, which had the effect of rendering it almost impossible to make new contracts with Builders for Vessels to be finished within 18 to 24 months, and notwithstanding, that mainly in consequence of the determined and unremitting opposition of the largely subsidized Companies in possession of the Atlantic trade, the Board of Trade of London, most unexpectedly refused the contractors and those associated with them a Charter of Incorporation for the purposes of their contract; I repeat that notwithstanding the delay, annoyance, altered circumstances of the business, and at that time unprecedented refusal of a Charter for such a purpose by the Board of Trade, the contractors gave unmistakeable evidence of their sincerity and determination to carry out the provisional services of 1853, by actually making to the St. Lawrence, five out of the seven contemplated monthly trips, with the best vessels that it was possible to procure. The service, be it remarked, having been carried out in the face of known and foreseen heavy loss, and it will be remarked that the *Lady Eglinton*, during that time, performed two of the shortest passages across the Atlantic, on record, and that the full number of winter trips to Portland, was made during the season of 1853-4.

The class of vessels employed was in accordance with the understanding with the Government; and I may mention, larger than the steamers that carried on the mail service between Great Britain and the Cape of Good Hope for a considerable time at the commencement.

The extraordinary sudden demand for steam vessels, and the unfortunate loss of time just referred to, that occurred between the contractors tender and its acceptance and completion, a *period of nine months*, would of themselves form a reasonable excuse, had no service been performed in 1853, and it is scarcely too much to say, that but for the fact of the contractors being the owners of the *Cleopatra*, and having soon afterwards, from some fortunate accidental circumstances, got the opportunity of purchasing two other new vessels, the *Charity* and *Ottawa*, from the African Steam Company, which were the most suitable and almost the only large vessels in the country it would have been impossible, to carry out the whole of the service, even last season, from the fact that builders would not undertake to have new vessels ready in time.

To give some idea of the numerous and heavy preliminary expenses incidental to the establishment of such a trade, and the loss that invariably falls upon the pioneers, it may be stated, that the Government subsidy for 1853, will not cover the amount expended by the Contractors during that year, by many thousand pounds sterling.

The unexpected and unusual action of the British Legislature (as already explained) prevented the contractors from associating their friends together to form a Company, for the purpose of their contract as originally intended. In the mean time the contractors individually made great exertions for the execution of the service, and had invested capital, and incurred responsibilities amounting to not less than £150,000 before the present Company, called the "Canadian Steam Navigation Company" was organised. This Company, composed of some of the wealthiest men in England, took over the steamers purchased by the contractors, made contracts for new ones, carried out the service of 1854, and are prepared to place the service on the most efficient footing if suitable encouragement is given by the Government of Canada.

With reference to the charges of non-fulfilment of contract during 1854, mentioned in the Report of your Honorable Commissioners, it must be stated as to the first, viz; the late arrival of the *Cleopatra* and the *Charity* in the St. Lawrence, on the opening of the navigation, and the non-arrival of the *Ottawa*, that these untoward events (by which I may remark the Canadian Steam Navigation Company lost a large sum of money) were occasioned by natural causes *over which the Company had no control*, and are consequently excepted in the contract. In two of the cases, common prudence and humanity dictated the course adopted by the officers in charge, viz; to land their passengers at Portland, from which place they were conveyed at the ship's expense to their respective destinations. That the late and non-arrival of the vessels were not events owing to any deficiency in ships or of officers, was sufficiently proved by their subsequent performances.

The next and perhaps the principal apparent ground of complaint relates to the size and power of the vessels employed during 1854, which were conditioned to be each of 1200 tons and 300 horse power. On the subject of measurement of vessels there has always existed discussion among practical and scientific men. It is considered, however, that the fairest as well as the most accurate mode of measurement of steam ships, is that now in use by the Lords of the Admiralty of England, and by the Government of France, viz; to take the gross register tonnage as the measure of capacity; after survey by the Admiralty Agent, the three vessels previously alluded to have, since the navigation of the St. Lawrence was shut, been chartered by the English Government at a certain rate per ton per month on the following tonnage measurement, viz;

Cleopatra.....	1467
Ottawa.....	1240
Charity.....	1249

I may mention however that by the *old law* these vessel might measure 100 or 150 tons less.

The horse power of these vessels is considerably above that named in the contract, the *Charity*, stated in the Report as 400 horse-power, having the least power of the three.

With regard to the employment of the *Sarah Sands* in the service, it has been a matter of necessity, for, as already stated, it was impossible to effect contracts for new vessels to be ready in time. The Company as already mentioned, instead of waiting for new vessels, purchased the *Charity*, *Ottawa* and *Cleopatra*, and chartered the *Sarah Sands*, the only other large vessel that could be procured in Great Britain. Now that the new vessels are about ready, of course the *Sarah Sands* will not be longer required.

It is not out of place here to mention that the new vessels nearly completed for the service, the first of which will be launched by this time, and the next in about a month after, are all of much larger size and power than that specified in the contract, and calculated to attain a high rate of speed and to ensure accommodation and comfort to passengers.

While it is admitted that some of the terms of the contract have not been carried out from being found impracticable, and that others have not been performed to the letter, from natural causes, in the past, rather exceptional seasons, and from want of previous experience of the navigation by Steam Vessels of the St. Lawrence, it is respectfully contended, and will be confirmed by those practically acquainted with such matters, that under the difficulties incidental to all new and untried enterprises of a similar character, enhanced in this instance by the peculiarities of sea, river, and lake navigation, the entire absence of Wharf accommodation at Quebec, and the difficulty of obtaining barges, when there was not depth of water to permit of the Steamers proceeding to Montreal.

I say that I respectfully contend that no similar service was ever better performed at starting.

In concluding my remarks on the past, I should not be doing my duty to my constituents did I not claim for them the credit due for the entire satisfaction that has been given to all first and second cabin passengers, and particularly to Emigrants, for the treatment and accommodation they have always received on board the Company's Ships, for the excellent passages made to the St. Lawrence after the date of your Honorable Commissioners' Report, and for the discipline of the Ships and efficiency of the officers and crews, in which respect the Company's Ships are not surpassed by any comparable vessels afloat; and finally, in expressing my regret at the tone of your Honorable Commissioners' Report, permit me with much deference to observe, that could you realize the legion of practical difficulties that surround the commencement of such undertakings, and with enormously increased force these have operated during the past year in consequence of the war, and if the facts connected with the early history of every similar undertaking were thought of when considering this subject, I am sure that the tenor of your Report would not have been minute criticism, but on the contrary, that you would have thrown forbearance and consideration over the past, and held out encouragement for the future.

The observations I have made will, I trust, be considered as establishing satisfactorily, that the Contractors have performed the service as well, under the circumstances, as can reasonably be expected, and I have to add, that an early settlement of the subsidy due will convince my friends of the good faith and disposition of the Government and give them encouragement for the future, regarding which I now beg leave to lay before you the following representations:—

The Contract for a line of Ocean Steamers between Liverpool and Quebec, made by the Government of Canada, was the result of a public competition after advertisement for tenders. It was considered at the time as a preliminary step towards the establishment, at a future period, of a more comprehensive scheme of steam communication with England, and the Provincial Parliament, on the application of the Contractors, passed an Act or Charter of Incorporation for a Company, with the view of furthering this important object.

Measures are being taken at this moment to avail of this Charter, which, for certain reasons connected with the state of English law on the subject, has not yet been acted upon, but a number of private individuals having confidence in the fair and liberal consideration of the Canadian Government, in the growing importance of the Colonial trade, and having in view the important bearing that the permanency of a Contract for an effective steam service would have upon the interests of the Colony—have invested Capital to the amount of nearly £400,000 sterling in vessels, most of them very much larger and more

powerful than those contemplated in the Contract, either already afloat or now ready for launching.

It is a fact, in the history of similar undertakings, that no Contract for postal steam service has ever been entered into by the British Government that has not been altered and modified soon after its commencement, and much consideration has always been accorded to the Contractors, until actual experience has made them acquainted with the particular service required.

The Contractors with the Canadian Government are, therefore, only following what seems the necessary or natural law of such matters, in submitting for the consideration of the Government, the desirableness and necessity of remodeling the present Contract, in order to secure the full benefit to the country, that it is calculated to command.

In all similar Contracts, a provision is made for increased subsidy should relative circumstances change so much as in reason to require additional assistance; for instance, in the last Contract with the Cunard Company, there is a clause;

“That an additional allowance within certain limits is to be made to the Contractors in the event of an increase in the rate of Insurance of steam vessels or in the freight or insurance of coals as compared with the rates payable at the date of Contract, if proved to the satisfaction of the Lords Commissioners of the Admiralty.” In the Contract with the Canadian Government, there is, unfortunately, no such condition. But the Contractors respectfully submit, for the favorable consideration of the Government, the following drawbacks or disadvantages that practical experience has shewn them to attach to this service.

The peculiarity of the St. Lawrence and its sea, river and lake navigation, with the uncertainty of the seasons, and the paucity of lights in the Straits, have the effect of enhancing the premium of insurance on vessels trading to the St. Lawrence, to a serious extent. On the property in shipping and coals that the Canadian Steam Navigation Company will have at risk next season, the *extra* premiums thus occasioned will amount to no less a sum than £10,000 sterling, per annum, and since the date of the Contract, a very large rise has taken place, not only in the first cost of steam ships, but in the sailing expenses, in wages, in the price of coals, oil, tallow, provisions, and all description of stores.

II. The “Cunard Company,” subsidized by the British Government to the amount of £3,333 10s. per voyage; or 11s. 4½d. per mile, and the “Collins Company,” subsidized by the American Government to the amount of £6,538 10s; or 22s., sterling, per mile, reduced their rates of freight and passage to compete with the Canadian Steam Navigation Company, and, having a less hazardous voyage, and consequently, lower rate of premium of insurance on both vessels and cargo, are two powerful opponents for the Canadian Steam Navigation Company, who only receives, under the Contract, an allowance of £1,333, sterling, per voyage; or 4s. 6d. per mile. This fact is very justly and clearly recognized by the Commissioners of Public Works Report on the Ocean Steamers, 1853-4.

III. There is an entire absence of wharf and warehouse accommodation at Quebec, involving the expense and damage to cargo, at ship’s risk, as well as occasioning many other practical inconveniences attended with a heavy money loss.

For these and other less important reasons with which the Contractors do not think it necessary to trouble the Government, it is respectfully submitted that there are equitable claims on the Government for a liberal consideration and modification of the Contract, for it must be evident to the Government that the present subsidy is far too small for the manner in which the Company are pre-

pared to carry out the service, from the opening of the navigation of 1855, which it is confidently asserted will bear favorable comparison with that existing between England and the United States of America.

In regard to an extension of the present service as recommended in your Report, while I coincide in the opinions there expressed, as to the ultimate effect that a weekly line of steamers is calculated to have in drawing to the St. Lawrence so large an amount of traffic that is now forwarded by other routes, and also believe that under the operation of the Reciprocity Treaty, trade will gradually be transferred from other quarters to the banks of the St. Lawrence, if to this new stimulant is added proper outlets to European markets. In fact, that without the line of Ocean Steamers on an effective footing, the great natural advantages of the basin of the St. Lawrence and Upper Lakes, the benefits of the magnificent system of Railways now in progress, and the result of the recent commercial treaty with the United States, cannot be secured.

While thus appreciating the suggestions of the Commissioners of Public Works, I take leave respectfully to recommend that the frequency of the service be *gradually* increased as the growing trade of the Colony requires. The Government thus meeting the requirements of the country as they may arise, always keeping a little in advance of actual circumstances so as to encourage and foster progress.

I trust that the Government will be convinced by the statement now submitted to you that for an efficient steam service a larger subsidy is required, and I have come out from England for the express purpose of meeting the Canadian Government in a spirit of fairness upon this main point, and likewise upon some other comparatively unimportant modifications of the existing contract. If the Government is prepared to admit of such modifications I shall be happy to specify the particulars and wherein they should take place.

May I crave the favor of your submitting the present communication to the members of Government at your and their earliest possible convenience, as the advanced period of the season and business considerations, render an immediate arrangement of and decision on all matters connected with the subject, of pressing necessity.

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

(Signed,) ROBERT LAMONT.

To the Hon. Jean Chabot,
Chief Commissioner of Public Works.

No. 16,740.

30th January, 1855.

SIR,—In reference to your note of the 26th instant, as well as to the several interviews which you have had with the Commissioners upon the subject of the Canadian Steam Navigation Company, I am instructed to acquaint you that, in the first instance, prior to any action whatever being taken by the Government in the matter, or any proposition being entertained by them as to the future, it is absolutely necessary that they should be officially informed whether it is the intention of the present contractors to carry out the requirements and conditions of their contract as it now stands, or otherwise. Early and explicit information on this point is the more required from the nature of the communication of Mr. Cropper, wherein it is stated that the parties with whom the Government had contracted, being unable to carry out their contract, had transferred it to a private

Company, of which he is the Vice-Chairman, and that such Company had considered it necessary to take steps for their legal dissolution, which would be effected about the 28th of the present month.

T. A. BEGLY,
Secretary.

R. Lamont, Esq.,
&c., &c.

No. 24,830.

SWORDS' HOTEL,
QUEBEC, 23rd January, 1855.

SIR,—On second thoughts I have judged that it may tend to save your time, if I send for your perusal *before* our meeting to-morrow morning, the enclosed communication addressed to yourself regarding which I shall be happy to give you any further explanation you may require, when I have the honor of meeting you to-morrow morning according to appointment.

I am, Sir,
Yours very respectfully,

(Signed,) R. LAMONT.

To The Hon. Jean Chabot,
Chief Commissioner Public Works.

No. 24,664.

SWORDS' HOTEL,
QUEBEC, 25th January, 1855.

SIR,—As agreed at our meeting yesterday morning I now hand you enclosed, note of alterations and modifications desired in the contract for the Ocean line of steamers between Liverpool and Canada.

I find I have no document with me which affords legal proof of the fact that the present Company "the Canadian Steam Navigation Company" was formed expressly for the purposes of this contract, in accordance with the original design and intention of the contractors, but the letter of Edward Cropper, Esquire, acting chairman of the Company to Sir Allan McNab, and to members of the late Government should, I think, render further proof on this point unnecessary.

Referring to the enclosures I need only say in addition to what I wrote you yesterday, that the Company has learned by experience that the modifications asked are necessary for the proper working of the line and are satisfied that to ensure a permanent and efficient service the full amount of subsidy now asked is absolutely necessary.

I am, Sir,
Your most obedient servant,

ROBT. LAMONT.

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

Two enclosures.

Note.—Of alterations and modifications desired in the contract for the Ocean Steamers between Liverpool and Canada.

1st. *The steamers not to be required to go beyond Quebec.*

2nd. *No restrictions as to rates of freight or passage.* These will be regulated by the rates charged on other lines from time to time, and will rise and fall according to circumstances.

3rd. *The line to be maintained by a sufficient number of first class screw Propellers of not less than 1500 tons, cross register tonnage, and 300 horse power.*

Note.—The new vessels about ready and each of about 1800 tons.

4th. *Average passages.* St. Lawrence passage, (out and home) not to exceed average of 13 days. Portland, do. (out and home) do. do. 15 days (detentions by fog, ice, accidents or extraordinary circumstances, over which the Company have not and could not have control, excepted.)

5th. *Service from May, 1855.* It is proposed should be, to and from Quebec during the season of navigation, on a fixed day, every alternate week, (precisely similar to the service performed by the "Collins' Company," between New York and Liverpool, as will be seen in the enclosed plan of sailings) and once a month during next (1855-6) winter, to and from Portland; to be extended to once a fortnight in winter on and after fall of 1856, or the summer service, if desired by Government, and reasonable notice given, to be extended to a sailing, once every ten days during the season of navigation of the St. Lawrence.

Note.—The contractors to have liberty to send their Steamers, during winter, to any Port in the B. N. A. Provinces or the United States, it being understood that Portland be the *first* Port of call outward, and *last* Port of departure homeward, and to have liberty to use one or two of the 1200 tons Steamers, *if necessary*, during the in-coming season, it being provided that the larger vessels be all ready for 1856 service.

6th. *Term of Contract* to be for 10 years from May, 1855.

7th. *Subsidy to be £2100 per voyage, or 7s. 6d. per mile.* That is about one-third of what is paid to the Collins' Company, and less than two-thirds of what is paid to the Cunard Company, notwithstanding all the drawbacks and extra of the St. Lawrence navigation.

8th. *Payment of subsidy* to be quarterly on fixed dates.
Quebec, 24th January, 1855.

ATLANTIC OCEAN STEAMERS.

Proposed new plan of the sailings commencing May, 1855, by "Canadian S. N. Company," "Cunard Company" and "Collins' Company," Lines of Steamers.

	From Liverpool.		For		From America.		
	Day	Day			Day	Day	Day	Day
Canadian Co.	Wednesday,	2 May,	Quebec,	Canadian Co.	Saturday,	7 June,	Quebec,
Cunard,	Saturday,	5 "	Boston,	Cunard,	Wednesday,	6 "	Boston,
Collins,	Wednesday,	9 "	N. York,	Collins,	Saturday,	9 "	N. York.
Cunard,	Saturday,	12 "	"	Cunard,	Wednesday,	13 "	"
Canadian,	Wednesday,	16 "	Quebec,	Canadian,	Saturday,	16 "	Quebec,
Cunard,	Saturday,	19 "	Boston,	Cunard,	Wednesday,	20 "	Boston,
Collins,	Wednesday,	23 "	N. York,	Collins,	Saturday,	23 "	N. York,
Cunard,	Saturday,	26 "	"	Cunard,	Wednesday,	27 "	"
Canadian,	Wednesday,	30 "	Quebec,	Canadian,	Saturday,	30 "	Quebec,
Cunard,	Saturday,	2 June,	Boston,	Cunard,	Wednesday,	4 July,	Boston,
Collins,	Wednesday,	6 "	N. York,	Collins,	Saturday,	7 "	N. York,
Cunard,	Saturday,	9 "	"	Cunard,	Wednesday,	11 "	"
Canadian,	Wednesday,	13 "	Quebec,	Canadian,	Saturday,	14 "	Quebec,
Cunard,	Saturday,	16 "	Boston,	Cunard,	Wednesday,	18 "	Boston,
Collins,	Wednesday,	20 "	N. York,	Collins,	Saturday,	21 "	N. York,
Cunard,	Saturday,	23 "	"	Cunard,	Wednesday,	25 "	"
Canadian,	Wednesday,	27 "	Quebec,	Canadian,	Saturday,	28 "	Quebec,
Cunard,	Saturday,	30 "	Boston.	Cunard,	Wednesday,	1 Aug.	Boston.

Note.—By the above it will be seen that the Canadian Steam Navigation Company, are prepared (for a very comparatively small subsidy) next summer to do as much work as the Collins line.

That by such an arrangement, a mail would leave Liverpool and America regularly every Wednesday and Saturday during summer.

The line might be continued through winter to Portland.

ADVANTAGES TO CANADA. Instance, a letter leaving Quebec per Canadian Company's Steamer, on, say Saturday 2nd June, will reach Liverpool, Thursday 14th (perhaps sooner) but if sent *via* Boston, posted on same day, not till Monday 18th. And a letter posted at Liverpool for Quebec, on Wednesday, 16th May, (allowing a 13 days' passage) would reach its destination, two days after one sent per Cunard Steamer, a previous Saturday (the 12th) and five days before a letter to come by the Cunard Steamer, of Saturday the 19th.

No. 24,714.

SWORDS' HOTEL,
Quebec, 31st January 1855.

SIR,—I have the honor to acknowledge receipt of your favour of the 30th instant, by which you inform me, that you are instructed to acquaint me, that prior to any action whatever being taken by the Government in the matter of my note of the 26th instant, and of the several interviews I have had with the Commissioners, or any propositions being entertained by them as to the future, it is absolutely necessary that the Government shall be officially informed whether it is the intention of the present Contractors to carry out the requirements and conditions of the contract as it now stands or otherwise.

In reply I beg leave to say that it is the object of my visit to Canada, to obtain a settlement for past services, and if possible some modifications of our contract for the future, Nothing in my communications with the Government can

lead them to the conclusion that we do not intend to fulfil our contract, and I conceive that I have just grounds of complaint, that the question is put to me at all. The execution of the contract is secured by a heavy penalty.

As to that portion of your letter in which reference is made to Mr. Cropper's remarks, a more careful perusal of that gentleman's letter cannot fail to convince you that you have inadvertently misunderstood him. In speaking of the dissolution of the present Partnership, he assigns as the reason and object, the obtaining of a charter in England, or of an Act of Incorporation of the Legislature of this Country for the purposes of our contract, and nowhere speaks of an absolute dissolution which might justify the question put.

In a spirit of justice I think myself entitled to be made acquainted with the view of the Government as well with reference to the past as the future, and I beg respectfully to refer to my note of the 26th instant, and to pray for an early reply.

I am, sir,

Your most obedient servant.

(Signed)

ROBERT LAMONT.

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

No. 24,768.

SWORDS' HOTEL,

QUEBEC, 5th February, 1855.

SIR,—Since I had the honor of an interview with you on Saturday, I have considered the subject matter of our conversation. There seemed to be a necessity, in your estimation, for my producing an authority to treat with the Government in regard to the past and future services of the Canadian Steam Navigation Company. This can only arise from the subject being new to you as will be evident to you when I explain that in 1852 my Firm entered into the contract with the Government which now subsists, for a Steam Communication with England and consequently that my Firm is only the legal medium for the settlement and arrangement of all matters connected with it. Under these circumstances I am at a loss to know what authority is required, and from whom I could derive it; it is true, as I have already informed you, that as originally intended, a Company composed of some of the wealthiest men in England, has been formed for the purposes of Contract, and while I have no objection that any arrangements agreed upon for the future should be made subject to ratification by them, yet I do not relinquish my right of being treated and considered by the Government as their Contractor.

It was only on my arrival in this Country at the end of December last, that I ascertained that the department of the Government over which you now preside had reported unfavorably of the service performed up to the *early part* of last season. This report, which emanates from Mr. Killaly, the Assistant Commissioner, it may become my duty to the important interests I represent to answer and characterize at some future time.

The contract service has been performed for the two years, during which time the government has made use of our boats without any complaint having been communicated to us, and therefore the contractors had no reason to suppose that the Government did not appreciate the great exertions made, and the large amount of money expended in carrying out the service under unparalleled difficulties and that too during a period of unexampled financial derangement, and I cannot imagine it to be the serious intention of the Government to put an obsta-

cle to the payment of our dearly earned subsidy or to object to any reasonable modification of our contract for the future.

After the above explanation, you must of course see that all questions of my authority to act are set at rest.

The importance to trade, the advanced period of the season, and the magnitude of the interests involved, demand that immediate decision be come to on the part of the Government. The numerous arrangements necessary to secure to the colony the full benefit of the service next season, on the scale contemplated by the Company, cannot otherwise be accomplished, nor will it be possible, if more time is lost, to complete plans for the establishment of a line of propellers to and from the west, for the conveyance of emigrants, for wharf accomodation, and a thousand matters of detail, both here and in England. For these reasons, and when I tell you that I have been in Quebec, between five and six weeks already, I trust that no more official form or light consideration will interfere with the question being brought before the Executive Council, at its first meeting.

I have the honor to be,

Sir,

Your most obt. servant,

(Signed) ROBT. LAMONT.

The Hon. F. Lemieux,
Chief Com. of Public Works.
Quebec.

No. 16,849.

PUBLIC WORKS,
QUEBEC, 9th February, 1855.

SIR,—I am directed to acknowledge the receipt of your letter of the 5th inst., in which you ask that the question with the past and future arrangement of the Canadian Steam Navigation Company may be brought before the Executive Council at its first meeting. In reply thereto, I am instructed to state that prior to the Commissioners being in a position to lay the subject before the Executive, or to recommend any action in the matter, they require to be furnished with the information called for by their letter to you of the 30th ultimo, to which your reply of the 5th instant, is by no means satisfactory or explicit.

In their letter adverted to, the Commissioners require an explicit answer as to whether *it is the intention of the present Contractors to carry out the requirements and conditions of the contract as it now stands, or otherwise.* To this your reply, on the 31st, that “you have just grounds to complain that such a question is put to you at all, as nothing in your communications with the Government can lead them to the conclusion that you do not intend to fulfil it.” On this point I am instructed to observe, that the Commissioners are of opinion that they have every grounds to justify them in putting the question, and in requiring a direct answer to it, prior to their bringing the subject before the Executive.

In your letter of the 13th of January last, you announce your having come out to Canada “to ascertain whether the Government are disposed to admit of some modification of the contract for the future.”

In your letter of the 23rd January last, you again express your desire “to have modifications made in the contract.”

In your letter of the 25th of January last, you send a schedule of “the alterations and modifications desired in the contract, that the Company have found that modifications are necessary,” and that the full amount, “£50,000 per annum of the subsidy now asked for, is absolutely necessary.”

In your letter of the 31st of January last, you report that "one of my objects in coming out to Canada, is to obtain, if possible, some modification of our contract."

In your letter of the 5th instant, occurs the following passages, "I cannot imagine it to be the serious intention of the Government, &c., &c., to object to any reasonable modification of our contract for the future."

When in addition to the foregoing, the Commissioners take into consideration the nature of Mr. Cropper's letter of the 25th of November as referred to in yours of the 31st ultimo, they think they have every reason to require the explicit information for which you have been called on. Mr. Cropper's letter is very business-like and explicit and appears to the Commissioners to admit of no misinterpretation. The substance of it, bearing on the points under consideration, is as follows;—that in 1852 the "Canadian Government entered into a certain contract with Messrs. Lamont & McLary" who *were unable to carry it out*, and had, early in 1854 transferred it to the parties whom he (Mr. Cropper) represents, that these parties, acting "under the title of the Canadian Steam Navigation Company" of which he is the Deputy Chairman, had performed 16 voyages; that, although the vessels fell short in tonnage, by 100 or 150 tons of that prescribed in the contract, the Company hoped the subsidy would not be withheld, "when the Government took into consideration the high price they had to pay for the vessels,—the difficulty and expense experienced in consequence of ice, &c., &c.; that this Company has made a contract for three first class-vessels, which, with other arrangements, would put them in a condition to place the steam communication between England and Canada in a situation to bear favorable comparison with that existing between England and the United States, to accomplish which, however, a much larger subsidy than that contained in the existing contract will be required; that the difficulties, at this time of raising the necessary large capital, compel the Company, before they proceed further, to ascertain:

First,—Whether the Government is prepared to pay for the past season, and,

Secondly,—Whether an increased subsidy for the future will be granted, and to what extent.

That for reasons affecting the interests of the Company "a dissolution of the existing Company is necessary, and that they had taken steps towards effecting this object; that it is, therefore, necessary and at this moment of pressing importance to them to be informed of the intention of the Government as regards the support they are ready to grant to such a Company, as, without that support, they would be compelled to break up the line."

"That the legal steps taken to dissolve the Company would occupy six or eight weeks, and being unable to find any one whom they can send to represent them or depute to arrange this matter in Canada, and as correspondence involves delay," "the terms on which they would be willing to reorganize the Company are specified;" that these terms are as follows:

They "would not be limited in the rates of freight or passage." (By the present contract both are limited.)

They would not agree to perform above $8\frac{1}{2}$ knots and hour. (By the present contract they are bound to 9 knots.)

That, to carry on a fortnightly service between Liverpool and Quebec, during the summer, and to Portland during the winter, they would require a subsidy of £50,000 per annum. (At the rates of the present contract, the subsidy for such service would be £30,670.)

On a review of all those circumstances, the Commissioners found themselves in this position they are informed, and the transfer of the contract seems fully to establish it, that your firm was unable, without the assistance of the present "Canadian Steam Navigation Company" to carry out the contract into which

you had entered with the Government of Canada : that you had transferred your contract to that Company without the government being in any manner apprized of or parties to such transfer ; that the Company to which the contract was transferred found it necessary to effect their dissolution ; and state certain terms, without a compliance with which on the part of the government, they will not proceed further : that these terms would not only involve a great departure from the conditions of the contract entered into between your firm and the government, but also a very serious addition to the amount of subsidy sanctioned by the Legislature. All of which, in addition to the statement in your letter of the 25th of January last, that you had with you no document to shew " that the present Company, *Canadian Steam Navigation Company*, was formed expressly for the purpose of this contract, and from Mr. Cropper's stating in his letter that " the Company were unable to find any one whom they could send to represent them, " or depute to arrange the matter in Canada," make it necessary that the Commissioners should, as they have already more than once required, be informed by you, distinctly, as representing the party with whom they have contracted, and, as you state in your letter, the only " *legal medium*," for the settlement of the matter, whether it is your intention to carry out the requirements and the conditions of the present contract as it now stands, or otherwise ; and if the answer is affirmative, that you will inform them fully, as to the preparations for so doing, in which, from the nature of Mr. Cropper's communication, cannot be included the vessels referred to by him as being in course of construction.

In conclusion, I am directed shortly to advert to one or two points in your late communications.

Referring to the annual Report to the Legislature from this Department, required by Law, in which unfavorable mention is made of the manner in which the control had been carried out up to the date of the Report, you assume that " it emanates from Mr. Killaly, the Assistant Commissioner." This Report is submitted and signed by both Commissioners, conjointly, and from the character of the Honorable the late chief Commissioner, it cannot, with propriety, be supposed, that he would put his name to any Report in which he did not concur.

You further state that the contract service has been performed for two years without any complaint having been made by the Government. In April, 1853, a memorial was sent to the Government by the Board of Trade of Montreal, complaining of the class of vessels put on the line ; a copy of which Memorial was transmitted to your agent, Mr. Bellhouse. In October, 1853 that gentleman, in consequence of the continued dissatisfaction felt as to the proceedings of the Company, was written to, expressive of disappointment, and that unless some satisfactory proof, immediately offered, that the expectation of the line being put into effective operation will be realised, the Government must consider the contract forfeited.

In June, 1854, your agent is again informed that the terms and conditions of the contract not having been fulfilled, he was requested to state immediately, for the information of the Government, when the Company would be in a position to carry out their contract in a satisfactory manner, and as required by the conditions of it, &c. The Legislature having passed an Address for certain information connected with your contract a copy of it was transmitted to your agent, requesting him to furnish certain details to the Commissioners of Public Works. The information so furnished being vague, that gentleman was again written to, requesting him to furnish more distinct and detailed replies, which have not yet been received.

In your letter of the 23rd of January, 1855, it is stated that although the contract bears date August, 1852, it was not until March, 1853, that it was completed, but in a letter of Mr. McLarty, one of your firm, the receipt of the ratification of the contract for the Canadian part of the service is stated to be in the end of Octo-

ber 1852. With reference to the ratification of the Portland portion of the contract, it is stated in your letter of the 23rd of January, 1855, that "*it has not been ratified up to that day.*" Mr. McLarty in his communication of 4th April, 1853, mentions the ratification of the Portland portion as having taken place in March, 1853.

The Commissioners regret the length to which this correspondence has been extended, and believe it would not have been necessary had the information called for been furnished by you; and without which, as you have already been informed, they are not prepared to bring the subject under the consideration of the Executive:

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

(Signed,) THOMAS A. BEGLY,
Secretary.

Robert Lamont, Esquire,
Swords' Hotel.

No. 24,830.

SWORDS' HOTEL,
QUEBEC, 12th February, 1855.

SIR,—I received on Saturday afternoon, a letter dated the day previous, addressed to me by Mr. Begly, of your Department, in which it is intimated to me that you are not prepared to bring the subject of our contract under the consideration of the Executive, until you have been informed "distinctly as representing the party with whom they have contracted, and as you state in your letter, the only legal medium for the settlement of the matter, whether it is your intention to carry out the requirements and conditions of the present contract as it now stands, or otherwise, and if the answer is affirmative, that you will inform them fully, as to the preparations for so doing, in which form the nature of Mr. Cropper's communication cannot be included, the vessels referred to by him as being in course of construction."

When in accordance with usage and a desire to observe all the courtesy due to your important office, I made application through your Department to Government for payment for past services, and suggested some modifications of our contract for the future, I did so under the impression that the function of your Department consisted in laying it before the Government, your peremptory refusal to do so shews me to have been in error, and leaves me no other course than to address the Government on these subjects directly.

In doing so I will state my reasons for deviating from the ordinary course, and I will take the occasion of going over the last letter from your Department in which garbled extracts from my correspondence is the least of the sins. Mr. Killaly's report to which I have already in my correspondence adverted, feigns to doubt the existence of our contract at all, advises that the services should be doubled, and concludes with stating that first class steam vessels were then building by enterprising men in this Province, which might be got for the service.

I cannot explain to myself Mr. Killaly's doubt of the existence of our Contract, except by a desire to give to these enterprising men the whole Contract if we can be got rid of. The obstacles I have met in your Department shew me sufficiently that the influences and interests which suggested that Report, continue to prevail. Without any protest on the part of the Government in the progress of the work, without having been put upon our defence or heard, we are condemned in the Report, and without even that being communicated to us.

In applying to Government for our dearly earned subsidy, we surely ask for no favor, and in suggesting modifications of our Contract, we know that their adoption would depend alone upon their being justified by public expediency. The Government owe us the money, and it requires merely that our claim should be brought before them to get it paid, I am convinced; and the modifications are either reasonable or otherwise, and may be adopted or rejected, but they are in the sense of the Report of the Commissioners of Public Works.

The importance of steam communication to this fine country, is such as to make it matter of no ordinary responsibility on those in office, who refuse or neglect to give the subject the consideration it deserves.

In conclusion, I beg sincerely to assure you that, out of no disrespect to you or to the Department over which, I have no doubt, you will ably and honestly preside, I think myself shut up to the absolute necessity of addressing the Government direct without any more delay.

I have the honor to remain,

Sir,

Your most obedient servant,

(Signed,)

ROBT. LAMONT.

The Hon. F. Lemieux,
Chief Commissioner Public Works,
Canada.

No. 24,934.

To His Excellency Sir Edmund Walker Head, Bart, 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.

THE MEMORIAL OF ROBERT LAMONT OF LIVERPOOL, MERCHANT,

HUMBLY SHEWETH:

That Your Memorialist, with his co-partners, are Contractors for the steam service between this country and England, under a Contract with the Canadian Government.

That the service has been performed for two years without receiving any pay whatever from the Government.

That your Memorialist has come to this country expressly to obtain payment for the past service, and to suggest some extensions and modifications of their Contract.

That your Memorialist has now been in Quebec upwards of six weeks endeavoring to bring the subject of his visit before Your Excellency and the Canadian Government, through the Department of Public Works, until he has at last received the reply of that Department that they will not bring the matter before the Government unless a question originating with that Department is answered, the answer to which it is perfectly well felt must put your Memorialist in a false position and prejudice the case he is desirous of bringing under the consideration of the Government.

That your Memorialists have contracted with the Canadian Government and conceive that they have a right to lay their case before it without obstacle from Departments, suggested as your Memorialist believes by interests adverse to him and indicated in the last Report of the Commissioners of Public Works.

That your Memorialist, availing himself of his undoubted constitutional privilege of petitioning, begs leave to approach your Excellency and solicit that his case may be taken up by the Government and disposed of, and that before any final conclusion be come to for the past, the objections, if any that the Government may have, may be forthwith communicated to him and an opportunity afforded him of answering them, and further that Your Excellency will be pleased to permit your Memorialist to lay before your Excellency and the Government, such suggestions of modifications of the contract, as the past experience of your Memorialist and public expediency calls for.

Wherefore your Memorialist humbly prays that Your Excellency will be graciously pleased to bring his case before the Government, and that a warrant be ordered to issue in favor of your Memorialist for the amount of subsidy due to them by the Canadian Government for past services, and if there be any objections to that course, that such objections be forthwith communicated to your Memorialists to obtain their answer thereto before any final decision be come to by the Government. And lastly, that Your Excellency will be pleased to inform your Memorialist if he may suggest some modifications of the existing contract.

With the greatest confidence in the sense of honor and justice of the Canadian Government. Your Memorialist as in duty bound will ever pray.

Signed,)

ROBERT LAMONT.

Quebec, 13th February, 1855.

No. 25,096.

SWORD'S HOTEL,
QUEBEC, 17th February, 1855.

SIR,—I have the honor to acknowledge receipt of your letter of yesterday's date, and now hand enclosed detailed statement of the voyages performed, and of the amount claimed therefor.

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

(Signed,)

ROBERT LAMONT.

W. H. Lee, Esq.,
Clerk Executive Council.

Her Majesty's Government of Canada,

Dr. to the Contractors for the Ocean Steam Service.

" For amount due as per Contract, 31st December, 1854, viz :

1853—Summer Service, 5 voyages at £1,333	6	8	.. .. .	£6,666	13	4	
1853-54—Winter " " " "	333	6	8	.....	1,666	13	4
1854—Summer " 12 " " "	1,238	1	11	.....	14,857	3	0
1854—Winter " 2 " " "	333	6	8	.....	666	13	4

£23,857 3 0

Dated at Quebec, 17th February, 1855.

NOTE.—Particulars of the above services annexed.

MEM.—The Service was performed by the undermentioned vessels leaving Liverpool on the dates named :

Winter 1853-54,..	{	Sarah Sands,....	26th November,..	1853,..	for Portland.
		Charity,	16th January,....	1854,..	"
		Sarah Sands,....	30th "	" ..	"
		Ottawa,	2nd March,.....	" ..	"
Five voyages.	{	Sarah Sands,....	31st "	" ..	"
		Cleopatra,	12th April,	" ..	for Quebec.
		Ottawa,	25th "	" ..	"
		Charity,	10th May,	" ..	"
1854, Summer service.	{	Sarah Sands,....	25th "	" ..	"
		Ottawa,	26th June,	" ..	"
		Cleopatra,	10th July,	" ..	"
		Charity,	25th "	" ..	"
		Sarah Sands,....	15th August,	" ..	"
		Cleopatra,	25th "	" ..	"
Twelve voyages.	{	Ottawa,	5th September,...	" ..	"
		Charity,	15th "	" ..	"
Winter.	{	Sarah Sands,* ...	5th October,	" ..	"
Two voyages.		Canadian,	5th November,...	" ..	for Portland.
	{	Sarah Sands,....	5th December,...	" ..	"

The undersigned regrets that he has omitted to bring with him the dates of the sailings of the Steamers that performed the St. Lawrence service of 1853, but five voyages were performed as stated in the Report of the Commissioners of Public Works.

(Signed,) ROBERT LAMONT.

No. 25,022.

SWORDS' HOTEL,
QUEBEC, 24th February, 1853.

SIR,—I have the honor to acknowledge the receipt of your letter of the 20th instant, conveying the decision of His Excellency the Governor General in Council, upon the contract for steam communication between England and this Country, which renders necessary my immediate return to England to communicate it to the Canadian Steam Navigation Company, the present holders of the contract, that an answer be given to it.

His Excellency is pleased to say that it is not his desire to exclude the present holders of the contract from becoming parties to a new contract with the Canadian Government for Ocean steam communication between Quebec and Liverpool, or from acting with others in entering into a new contract provided the terms are satisfactory, and such as it may be deemed advantageous to accept. To enable the Canadian Steam Navigation Company to avail themselves of this permission to make new arrangements for a future service without such loss of time as can hardly fail to deprive this Country of all steam communication for a portion, if not all of next summer, it is necessary that I should be in a situation to make known to them on my return to England, what service the Canadian Government desire, and if the terms and conditions of the contract of August, 1852, will be adhered to or modified in any and what particulars.

I endeavoured in my letter of 25th January last, addressed to the Honorable Commissioners of Public Works, to convey to the Government the terms upon

* In consequence of the underwriters having positively refused to allow the Steamer leaving Liverpool in October to proceed to the St. Lawrence, her destination had to be altered to Portland.

which a really efficient and permanent steam service could be established. I beg leave to refer to that letter, and respectfully to request that I may be furnished with the views of the Government upon these terms that I may be enabled to communicate them to the Company, a course that must greatly facilitate, and materially shorten negotiations for new arrangements.

The Government are no doubt aware that there subsists in England, a great demand for large steamers, and that the English Government is taking them up at highly remunerative rates of charter, the consequence of which most probably will be not only that freights will rise considerably, but the available steam tonnage to North America will not be nearly sufficient to meet the requirements of trade; and thus importers will be compelled to return to the tardy medium of sailing vessels, which it may be feared will inevitably cause very serious derangements of business.

The Canadian Steam Navigation Company have hitherto refused to charter the two very fine vessels which they have now nearly ready, and which were destined by them for the service to this Country, and should I return to England without such information from the Government as is necessary to guide the Company in the course they should pursue in relation to a future service, they cannot keep their vessels unemployed pending an uncertain and it may be a tardy negotiation. In that case these vessels will then be chartered to Government, and an interruption of the steam service to Canada for a year at least will occur. This interruption might be obviated if the Government see fit to favor me with their views, and consent to pay for any trips that may be made by the steamers of the Canadian Steam Navigation Company pending any negotiation at the rate that may be fixed for future service, and if no new arrangements be made then, at the rate of the contract of 1852.

Will you bring the subject of this letter before His Excellency at your earliest convenience, and assure him that nothing short of an intense desire on my part to see the steam communication with Canada, which was commenced by us, put upon a solid and permanent footing for the future, dictated the present letter. I cannot, however, refrain from expressing my firm conviction and hope that nothing will be done by the Government to the prejudice of the Steam Navigation Company, who have expended nearly half a million of pounds currency, in preparing for this service, until time will have been afforded them of receiving and replying to the decision of the Governor General in Council upon their contract.

I have the hono to be,
Sir

Your most obedient servant,

ROBERT LAMONT.

E. Parent, Esquire,
Assistant Provincial Secretary.

13th February, 1855.
CIVIL SECRETARY'S OFFICE.

SIR,—I am desired by His Excellency the Governor General to acknowledge your Memorial of this day.

His Excellency has laid such Memorial before his Executive Council, without the least delay and has requested their advice thereon.

With reference to the following passage in your Memorial "That your Memorialists have contracted with the Canadian Government and conceive that they have a right to lay their case before it without obstacles from Departments,"

His Excellency desires me to observe that he is wholly at a loss to conceive what hindrance or impediments to free access on your part to the Canadian Government have been offered by any one.

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

(Signed,) BURY.

No. 17,017.

PUBLIC WORKS,
QUEBEC, 1st March, 1855.

SIR,—In reply to your letter of the 24th February last, addressed to the Assistant Provincial Secretary, and transferred to this Department, I am directed to inform you that the Commissioners of Public Works do not see any reason for your deferring your departure for England. The information sought for by your letter will be communicated to the Canadian Steam Navigation Company in Liverpool, as soon as the decision, in the matter, of His Excellency the Governor General in Council, has been ascertained. In communicating to you this information, I am further to acquaint you that the Commissioners are ready to receive from you, or from any other party, proposals for an efficient line of steamers.

I am,
Sir
Your obedient servant,

T. A. BEGLY,
Secretary.

Robert Lamont, Esquire,
Quebec.

QUEBEC:

PRINTED BY LOVELL AND LAMOUREUX,

MOUNTAIN STREET.

R E T U R N

To an address from the Legislative Assembly; for a copy of the Report of A. C. Buchanan, Esq., on the subject of Emigration.

By Command,

GEO. E. CARTIER,
Secretary.

Secretary's Office,
Quebec, 7th March, 1855.

OFFICE OF HER MAJESTY'S CHIEF AGENT FOR THE SUPERINTENDENCE OF
EMIGRATION TO CANADA.

QUEBEC, 31st December, 1854.

To His Excellency, Sir Edmund Head, Baronet, Governor General, &c., &c., &c.

MAY IT PLEASE YOUR EXCELLENCY :

I have the honor herewith to submit to Your Excellency, for the information of Her Majesty's Government, my annual Report of the Emigration into this Colony during the season of 1854, accompanied by the usual statistical tables.

Table No. 1, in the appendix, furnishes a synopsis of the season's Emigration, from which it will appear that the total number landed at this Port, was 53,183 viz: 52,365 steerage, and 818 cabin passengers. The number that left Europe was 51,965 steerage, and 811 cabin. There were born on the passage 83, the deaths at sea were 487, and in Quarantine 46; leaving the number of Emigrants landed in this Province from the United Kingdom and the continent of Europe 52,326, to which must be added 857 persons from the Lower Provinces making the total number of souls landed at this Port, 53,183.

This number, when compared with the Emigration of 1853, shows an increase of 16,484 or equal to near 45 per cent.

This is the largest Emigration into Canada in any one year, with the exception of 1847.

The following is a comparative statement of the Emigration of the last two years.

	1853.		1854.
No. from England.....	9585	....	18175
Ireland.....	14417	....	16168
Scotland.....	4745	....	6446
Germany.....	2400	....	5688
Norway.....	5056	....	5849
New Brunswick.....	} 496	....	857
Nova Scotia.....			
	36,699	....	53,183

This statement shows a large increase on the number of arrivals from each country. From England the number is nearly doubled, being equal to 90 per cent. From Ireland, the increase has been $12\frac{1}{2}$ per cent. From Scotland equal to nearly 36 per cent. From Germany over 137 per cent. Norway $15\frac{1}{2}$ per cent. and from the Lower Provinces 73 per cent.

Of the Emigration under the head of England 13,471, nearly three-fourths sailed from the Port of Liverpool; a large number were Foreigners and Irish. On examining the Lists of the several ships, it will appear that the number embarked were natives of

	Cabin.	Steerage.	Total.
England.....	238	2501	2739
Ireland.....	69	4194	4263
Scotland.....	57	670	727
Germany.....	19	4594	4613
Norway.....		199	199
Holland.....		231	231
Sweden.....	7	634	641
United States and Canada...	58		58
	<u>448</u>	<u>13,023</u>	<u>13,471</u>

It also appears that 295 Germans sailed from Hull, and 255 from Dublin, and 108 were brought to this Port by a London Ship, taken from the wreck of the "Cachalot" from Havre, for New York, abandoned at sea.

The Emigration from Europe, during the past two seasons, will appear as follows:

Natives of	1853.	1854.
England,.....	3928	7353
Ireland,.....	18972	20269
Scotland,.....	4913	7186
Germany,.....	3135	11034
Norway,.....	5123	5811
Sweden,.....	96	910
Holland,.....	32	231
Switzerland,.....	—	7
United States,.....	—	25
Canada,.....	4	33
	<u>36,203</u>	<u>52,859</u>

From this statement it will appear, that the foreign Emigrants, during the past season by this route, number 18,018, against 8389 in 1853. The number from England and Scotland also shows an increase of 5698, but from Ireland, this season's Emigration only exceeds that of last year by 1297 persons.

On a further reference to this Return, it will appear that the number of Vessels engaged in the passenger trade from Europe, was 386, measuring 204,058 tons, and navigated by 7474 Seamen, Of this number 235 Vessels came under the regulation of the Passenger Act, and 151 Vessels were exempt. The number from each Country was as follows:

	Vessels under the Act.		Vessels not under the Act.	
	No.	Passengers.	No.	Passengers.
England,	57	16886	89	1572
Ireland,	81	15878	16	366
Scotland,	37	5779	45	673
Foreign Ports, ...	60	11615	1	7
	235	50158	151	2618

Of the whole of the number of Ships, 10 brought exclusively cabin passengers; 46 sailing vessels made two voyages; and the four Steamers of the Canadian Mail Line made 9 voyages during the season, and brought out 1786 steerage, and 429 cabin passengers from Liverpool.

The number of adults on board of the whole 386 Vessels were 43,476, while the Vessels could have legally carried, according to their tonnage measurement, 94,555, exclusive of the crews.

The average length of the passage from the United Kingdom, was 47 days, and from Continental Ports, 58 days. The average passage of the Steamers from Liverpool was 16 days.

On further reference to this table, it will appear, that the excess of female adults over males from Ireland, has been very considerable, equal to 2,209 adults, being double that of last season, and I find, on referring back to the returns of 1851, the first season in which any excess was perceived, that the number each season, has been gradually increasing, and now shows an excess during these four years of 5,270 more female than male adults.

A return of the ships and passengers arrived from each Port and Country, with the deaths on the passage, and in Quarantine, will be found at Table No. 2 in the Appendix.

The whole number of deaths among 18,488 persons from England, was 313, equal to 1.69 per cent, of which number 270 occurred among the Emigration from Liverpool, being equal to 2 per cent. on the number from that Port. The deaths from all the other English Ports were 43, or equal to 0.86 per cent.

From Ireland, the deaths among 16,261 persons, were 93, or equal to 0.57 per cent., among 6459 from Scotland, 13, equal to 0.20; and among 5763 from Germany, 75, equal to 1.30; from Norway; among 5,888, 39 equal to 0.66 per cent.

It may be observed that as in former seasons, the largest mortality was from the Port of Liverpool, but which this season appears to have been confined chiefly to the Foreign Emigrants, as among 4639 Germans who sailed from that Port, 136 died on the passage, being equal to 2.93 per cent. Table No. 3 presents a general Hospital return, showing the number of Emigrant Patients admitted for medical relief, with the results, at the Quarantine Establishment, up to its close; at the Marine and Emigrant Hospital, in this City during the year, and at the General Hospital in Montreal; from which it appears, that the total

number of cases treated at these several Institutions was 1647, and the deaths 224.

This return, when compared with that of 1853, shows an increase of 707 on the admissions, and 129 on the deaths.

The large increase in the mortality is to be attributed to the cholera, as I find the admission of Emigrants from this disease at the Marine and Emigrant Hospital, was 198, of which 92 died; the deaths from cholera at the Montreal General Hospital were 48; and at Grosse Isle 8; Total 148; so that, if the deaths from this disease are deducted, the health of the season's Emigration will bear an equally favourable comparison with that of any former year.

Table No. 4, contains a return of the adult Male Emigration, distinguishing the trades, &c., as specified on the passengers' lists.

The total number of Males embarked, was 19,548 of these there appear to have been 3195 artizans or tradesmen, which is an increase of 1637 persons of this class, over that of last year. Farmers and farm servants, 5632; servants, 117; clerks, 156; and unskilled labourers, 10,448.

Table No. 5, shows a comparative statement of the number of Emigrants landed at Quebec, since the year 1829 inclusive; amounting in the aggregate, to 825,187 souls; affording an average of 31,738 per annum, for 26 years past.

I have to report the loss of three vessels, with Emigrants, bound to this Port, during the past season, but which was happily unattended with any loss of life.

The first was the "Helen Thompson," from Troon, with 145 passengers, lost in the ice on the 18th May: 15 of the passengers reached this Port in the Brig "Dykes," and 130 were taken on board the Brig "Sarah," and landed at Richibucto, N. B.

The 2nd, the "Anne Kenny," from Liverpool, with 13 passengers, wrecked on Anticosti, on the 17th June; passengers all saved, and reached this Port by the Steamer "Doris."

The 3rd was the Barque "Tottenham," from Cork, with 101 passengers; lost near Port Nova, Cape Breton, on the 20th October, passengers and luggage all saved; they were forwarded by the Master, by a Schooner, to Halifax, and from thence, proceeded to Boston, their destination being chiefly to the United States. A large number of shipwrecked emigrants have been brought to this Port, taken from ships bound to Boston or New York.

The following is a return of the number of those received during the past season, viz:—

Vessels arrived at Quebec.	Vessels from which the Emigrants were received, from whence and where bound.			Number of Passengers.
	Name.	Whence.	Destination.	
Paragon	Winchester	Liverpool..	Boston	29
Mary Caroline	"	"	"	130
Ann	"	"	"	15
Transit.....	"	"	"	19
Robert Burns.....	"	"	"	41
Good Intent.....	Black Hawke...	"	New York...	70
Leonard Dobbin....	Cachelot	Havre	"	108
Dykes.....	Helen Thompson.	Troon.....	Quebec.....	15
Wilkinson	"	"	"	14
		Total.....		441

The passengers from the "Winchester" were, on arrival here, taken in charge by the Agents of Messrs. Train & Co., and conveyed to Boston.

Those by the "Cachelot" were forwarded by this Department to New York, the cost of which was repaid by the Agents of that ship, Messrs. Lane, West & Co.

Those by the "Black Hawke" were also forwarded, but no part of this expense has been recovered.

The claims of the ships which rescued these people are still unsettled, amounting in some of the cases to a large sum. Those by the "Mary Caroline," had been over 30 days on board that vessel; and the Master not only expended all his ship's store, but he had to purchase from several vessels he spoke at sea.

The delay and difficulty which Masters of vessels experience in obtaining a re-imbusement of the expenditure, incurred by them in their humane act of saving the lives of their-fellow creatures, has subjected them to much inconvenience, and even to personal loss; and it is greatly to be regretted, that, instead of stimulating them to increased exertions in the performance of acts which are not unfrequently attended with very great peril to life, as well as serious loss, by an immediate and liberal acknowledgment of their just claims, that great unwillingness on the part of those interested in their payment should become the subject of complaint by the Masters, and it is needless to observe, that the true policy in such cases is to encourage, instead of throwing impediments in the way of efforts specially made in the spirit of humanity.

A remedy for this might be found, by granting authority to the Collectors of this Port to settle these claims at a fixed scale, as allowed by the Lords Commissioners of the Admiralty, in the case of shipwrecked seamen, and remit the accounts to England for liquidation, in the manner prescribed and provided for, under the 50th clause of the Passenger Act.

But one vessel failed to reach her destination during the past season, the "Industry" from Sligo, with 99 passengers, returned to that Port after having reached 32° longitude, with a slight leak: it being too late to refit and reach this Port during the present season, the passengers have returned to their homes.

Table No. 6 furnishes a return of the number of persons sent out, during the season, by the Irish Poor Law Unions or who have received assistance from parish or other funds.

From this return, it will appear that 3407 persons received landing money on arrival here, amounting to £3 271 17s. sterling, £2,848 of which, was paid through this department; and the balance, £423 17s., was paid by Agents in this city.

The number from England was but 28, 14 of whom, received £8 10s. landing money, and 14 appear only to have received a free passage to this port.

The number aided in their emigration from Ireland, was 2963, viz., 61 male, 2591 female adults, and 311 children, being an increase of 1,559 of the same class of persons, sent out in 1853. They were from 58 different Unions, chiefly from the south and west of Ireland.

This class of our emigration continues to give great satisfaction, and, notwithstanding the large number who have been sent out during the past season, complaints of misconduct have only reached me against two, the South Dublin and Cork Unions, and I regret to say that the conduct of a portion of the females from the Dublin Union, has been any thing but good. 26 of the females from this Union, have been committed to the Montreal Gaol, as loose, idle and disorderly, and from a report received, 12 of them have been committed twice, and one for the third time.

These girls were all offered to be forwarded into the country settlements, where they would have at once obtained employment among the farmers, but they refused to leave the city, preferring a life of idleness and vice, to that of honest industry.

I regret to have to report so unfavorably of even so small a proportion of these females, as in the great majority of the cases, their conduct has given much satisfaction, and their services are eagerly sought for; at page 34 of the appendix, will be seen an extract from a letter received from the Mayor of Port Hope, reporting the arrival and disposal of a party of these young women. This is one of many similar ones, received, during the past season, by this Department, and it shows the manner in which these female emigrants have been provided for; and if ordinary care is taken, in their selection, and they are sent in the early part of the season, no difficulty exists in disposing of them in a satisfactory manner, but on reference to this return, it will appear, that over 500 of their number arrived here after the 15th Sept.; 276 of whom were landed after the 26th Oct., a period of the year much too late to permit their being provided for, in a satisfactory manner, before the approach of winter.

I would desire to impress upon the Poor Law Commissioners and Guardians of the Unions, the importance of strict attention being paid to the selection of the females they may propose to send out in future, both as regards their health and moral character, as, if due attention is paid to these qualities, and they are dispatched at any period not later than the month of July, this Province will provide for all they may be disposed to send. The system adopted as to the disposal of these young females, is as follows:

On arrival, they were paid their landing money in full, those who have friends, or any particular destination in view, are furnished with the route, and sent forward. In the early part of the season, considerable numbers at once found employment on arrival, in this city and Montreal, under the superintendance and with the sanction of this Department, as, unless they were taken by respectable parties, and with a prospect of permanent employ, they were recommended, in preference, to proceed to the country settlements.

Of the whole number arrived this season, between two and three hundred proceeded direct to their relations in the United States, chiefly to Boston and New York; those for the United States were required to contribute from 15s. to 20s. currency, towards their passage, which was generally sufficient to meet that expense. Those who proceeded under the direction of this Office, to Western Canada, were required to pay 7s. 6d. each, the balance of their passage-money being made chargeable on the Emigrant Fund. This was done in order to induce them to proceed into the country settlements, where their services were required, retaining the balance of their money to provide provisions for the journey, and to meet their more immediate necessities until they obtained employment. This was found to answer well, as previous arrangements having been made for their reception at different points along the route, they generally found themselves provided for, within a very short time of their arrival.

Of the foreign emigrants, 422 paupers were sent out by this route during the past season, from Baden, viz., 124 men, 90 women, and 208 children; the number from the same quarter, in 1853, was but 30 souls. It appears that these parties were sent out at the joint expense of the Municipalities and Grand Duchy of Baden; they were provided with a passage to this port, and received 10 guilders, each adult, on landing. These people, on landing here at so late a period of the season as October, and presenting an appearance of such squalor and destitution, scantily clothed, ignorant of our language, without any particular destination in view, and possessed of but the small sum paid to each on landing here, which, at most, would be barely sufficient for a week's support, cannot but give rise to the most serious reflections, and would appear to call for Legislative enactment, to protect the Province from the expense of supporting a foreign pauper emigration.

Had they been sent out here in the early part of the season, when a good demand existed for labour, and with the summer before them, the Province might

not object to receive them, and assume the responsibility of their support; but to permit a foreign state to relieve itself of paupers, already physically ill adapted to labour, and thrown on a country requiring the aid of a robust and energetic emigration, (and not of sick, feeble men, helpless women and children, such as alluded to above,) and that too, at the near approach of a rigorous and inclement winter, would, independent of its cruelty, not only involve the Province in the serious responsibility of providing for their maintenance and support, but evidence a tacit admission of right to inundate it with the refuse of foreign pauperism.

In consequence of the stringent regulations enforced in the United States ports, with the heavy capitation tax, and coupled with the fact, that the rates of passage by the St. Lawrence is very much lower, parties interested in the removal of their poor, have been induced to send them by this route, and I have been indirectly informed that there is a prospect of a large increase in this class of our foreign emigrants during the ensuing season. If the people are healthy and disposed to work, and arrive here in the early part of the season, I do not consider that any serious difficulty need be apprehended of the Province being able to provide for them satisfactorily, but the case is very different, and open to the most serious objections, when the same parties arrive here in the month of October. I find that during the past few years, the emigrants arriving here, after the 1st of Oct., have been gradually on the increase, as will be seen from the following statement;

	Men.	Women.	Children.	Total.
1852.....	342	447	483	1272
1853.....	541	469	589	1599
1854.. .. .	1853	1915	1969	5737

and as these parties are generally of the poorest class of our emigrants, and most likely to become chargeable on the public; I would suggest that the tax on all emigrants on board of any ship, which may have cleared from any port in the United Kingdom, or from the Continent of Europe, after the 1st of August, should be 10s. each, being the rate now charged on emigrants to New York or Boston. The object in suggesting an increase to this tax, is certainly not with the view to placing any restriction on the emigration by this route, but solely to induce emigrants to come out in the early part of the season; by increasing the tax it will also be the means of providing a fund to meet the expenses which the Province would necessarily become subject to on their account, when arriving in the fall of the year, now rendered the more necessary, as the grant of £1500 sterling from the Imperial Government, towards the expense of Emigration Agency, will be discontinued after the present year.

Legal proceedings were instituted in four cases, for violation of the Passenger Act, during the past season, viz: Captain Wallace of the brig Hannah, from Arbroath, for issuing impure and unwholesome water; was fined £20 stg., with costs.

Captain Hughes, of the "John Davis," from Liverpool, was fined £5 stg., on a complaint of some of his passengers, of the illegal issue of their provisions.

Captain Ray, of the "Hotspur," from Liverpool, was also fined £5 stg., with costs, for the same offence.

Also against Captain Owen, of the barque "Vixen," from Liverpool, for a breach of the 9th and 13th clauses of the Passenger Act. Proceedings were instituted in this case, under instructions from the Emigration Commissioners, on

the report received from the Emigration Office in Liverpool; the master having confessed judgment, the magistrates fined him in a penalty of £5 stg., with costs.

Complaints were also preferred against the master of the "Crown," by a few of his passengers, the case was, however, compromised by the master paying to the complainants fifty dollars.

These were the only complaints instituted during the past season, and only one of them, the case against the master of the "Hannah" could be considered of a serious nature; in all the others, the evidence was so exceedingly conflicting, as to induce the magistrates to mark their sense of the complaints, by imposing the lowest penalty provided by the Act.

When we take into consideration the great number of emigrants of all ages and conditions, who crossed the ocean during the past season, and who were subject to all the inconveniences of a crowded 'tween decks, it is surprising that so few complaints of infringement of the Passenger Act were made; of the few complaints brought before the judicial tribunals, the majority were against vessels sailing from Liverpool, and this may be explained by the fact that the passengers embarking at this port, are collected from all parts of the United Kingdom and the continent of Europe, while on board of vessels from other ports, with the exception of the case of the "Hannah," before referred to, not a single complaint was brought under my notice.

I may here be permitted to observe, that with the ship masters who are regularly employed in the passenger trade, I very seldom find any well-grounded complaints, they appeared to be confined almost exclusively to transient vessels, occasionally taken up for a single trip, or where the master only joined the ship, frequently but a few days previous to sailing, and probably then put in charge of an emigrant ship for the first time. When all these matters are considered, it may be found surprising that complaints are so few, the absence of which, may in a great measure, be attributed to the care and attention with which the emigration officers in the United Kingdom, discharge their important and arduous duties; and as it appears that the Committee of the House of Commons, appointed to revise the Passenger Act, which sat last year, intend to resume their proceedings on the meeting of Parliament; I avail myself of this opportunity to offer a few suggestions for their consideration.

From close enquiry and observation during the past season, I find that the most objectionable feature in the working of the present Act, is the system of issuing the provisions in an uncooked state. On board the large vessels, and particularly those from Liverpool, where the emigrants are generally strangers to each other, the use of the cooking places becomes a fertile source of quarrels, and even bloodshed, the strong oppress the weak and timid, and I am assured that it is no uncommon occurrence that timid females and helpless young passengers are deprived of the facility of cooking their food, during the entire day, while the fires have been monopolized by their stronger fellow-passengers.

It is also well established by the statement of several respectable emigrants, made to me, that for days they preferred to subsist entirely on dry biscuit, rather than contend and fight for their turn at the fire.

To obviate this great evil, I would desire to see the same regulations enforced in the emigrant ships to North America as in those to Australia, and all the masters and surgeons whom I have consulted on the subject, are of opinion that the introduction of these regulations in the Emigrant ships to North America, would add materially to the comfort and health of the emigrants, and thereby remove the great source of difficulty and complaint which at present exists.

There is also, under the present arrangement, no adequate provision enacted for supplying medical comforts, and nutritious food for females, and preserved milk for young children during the passage. This omission in the details of the

Act, is one to which, from its importance, I would most anxiously call the attention of the Government, as to the want of proper comforts and nutritious food, may, in a great measure, be attributed the mortality which occurred among children as well as sick and weakly females. It is established by the medical gentleman in attendance upon the Hospital at Grosse Isle, that in his repeated enquiries from mothers, touching the great mortality of children on board of several emigrant vessels, they have acknowledged to him the painful fact, that while the children and young females were sick and greatly debilitated during long passages, the only sustenance they were able to provide for themselves was, the crude oatmeal mixed up with cold water; aged and weak persons were also often obliged to confine themselves to this mode of living, and it is therefore not surprising that bowel complaints of the worst and most severe character were of such frequent and fatal occurrence among this class of passengers.

I would also desire to see adopted as a general rule, that the surgeon should be required to obtain from the Medical Superintendent at Grosse Isle, a certificate that he has discharged his professional duties satisfactorily, and unless a certificate to this effect be produced, a portion of his pay should be withheld, and he should be rendered incompetent to proceed again in charge of an Emigrant vessel.

These restrictions might appear objectionable on the grounds of their tendency to enhance the cost of passage, if not also throw obstacles in the way of such of the poorer classes as may be disposed and able to emigrate, I do not however anticipate that the increased rate of passage would operate materially or prejudicially against the usual incitements to emigration. Apart, however, from every consideration as well as tendency of the restrictions here suggested, it must be assumed that the paramount duties of all Governments is the providing by Legislative enactments for the well being and protection of life of their subjects, and happily forming as this Province does an integral portion of a great Empire, I have every reason to hope that the amendments which are about being introduced into the Act will secure the ends contemplated.

Thirteen emigrants were bonded during the past season under the 12th section of the Provincial Passenger Act 16 Vict. cap. 86, by the following vessels :

Albatross,	New Ross	2	£150	0	0
Delta,	do.	1	75	0	0
Tottenham,	Cork,	1	75	0	0
Onwards,	Liverpool,	1	75	0	0
Columbus,	Dublin,	2	150	0	0
Georgiana,	Limerick,	1	5	0	0
Oregon,	Liverpool,	3	225	0	0
Canada,	Cork,	2	150	0	0

The parties by the "Tottenham," "Columbus," and "Georgiana," were sent out from the poor Law Unions; they had lost their sight from an attack of Ophthalmia, and were taken back by the masters in order to relieve themselves of the responsibility of the Bond; the two by the "Canada," would also have been taken back but their state of health, and the late period of the season would not permit it, they are now under treatment in the Marine Hospital.

Two females have been sent to the Beauport Asylum as lunatics, Mary Kelly, who arrived here on the 21st June, from the Rathdrum Union, by the ship New Brunswick from Dublin, and Ellen Ryan, on the 25th July, from the Limerick Union, by the ship "Théron," from Limerick. They arrived apparently in good health and proceeded as far as Montreal where they obtained employment, but were unable to retain their situation and were sent back to this city, and after being under medical treatment in the Emigrant Hospital, an order was issued for their admission to the Asylum.

The expenditure of the Emigration Department, including the Quarantine establishment and the charges connected with the care of the sick, amounts to £16,915 6s. Of this sum there was disbursed for the expenses of the Quarantine Station, £6,649 13s. 4d., as follows:

Pay of Quarantine establishment.....	£1,802	16	3
Supplies to Hospital.....	420	12	10
Washing.....	58	15	6
Cartage.....	107	7	6
Firewood.....	122	2	3
Stoves and Pipes for use of Hospital.....	14	16	8
Carriage for conveyance of sick.....	50	0	0
Coffins.....	50	0	0
Provisions to healthy division.....	145	3	11
Steamboat service.....	1,580	0	0
Telegraph Company.....	50	0	0
Stationery, Printing, advertisements and Sundries.....	39	14	4
Amount expended under the authority of the Board of Works for repairs.....	1,547	18	3
Amount expended for steamboat service for conveyance of Emigrants from healthy division G. I. to Quebec..	575	0	0
Amount expended for pay of keeper of Emigrant Sheds at Montreal.....	41	15	0
Allowance to Protestant and Roman Catholic Missionaries.....	43	10	10

Total expenditure of Quarantine Establishment..... £6,649 13 4

Salary of Inspecting Physician for the Port of Quebec during the season of navigation..... £ 336 0 7

Amount of expenditure incurred for the Medical care and treatment of Emigrants in the Marine and Emigrant Hospital during the year ending 31st December..... £ 523 1 3

£ 859 1 10

Disbursed for Emigration purposes through Agents of this Department as follows, for the direct relief and assistance of Emigrants..... 7,726 4 2

For Agencies..... 1,680 6 8 £ 9,406 10 10

£16,915 6 0

The expenditure of this Department has been as follows:

Quebec Agency, transport.....	£4118	2	0
For provisions.....	100	4	10
“ other relief.....	420	7	11
“ Agencies.....	443	1	0
			£5081 15 9
Montreal Agency, transport.....	£2523	2	2
For provisions.....	138	1	4
“ other relief.....	64	17	10
“ Agencies.....	316	11	9
			£3042 13 1

Toronto Agency, transport.....	£279	11	9	
For provisions.....	81	16	4	
“ Agencies.....	714	4	6	
Hamilton “.....	102	2	1	
Berlin “.....	104	7	4	
				£1282 2 0
				£9406 10 10

The expenditure of the past season, when compared with that of 1853, shews an increase of £7364 2s. 2d. constituted under the following heads :

	1853.			1854.		
Quarantine establishment.....	£2490	0	7....	£4441	9	3
Repairs, &c.....	368	2	11....	2208	4	1
Medical Inspector and Marine and Emigrant Hospital at Quebec.....	896	2	7....	859	1	10
Emigration, indirect relief of Emigrants Agencies, &c.....	4328	0	9....	7726	4	2
	1468	17	0....	1680	6	8
	£9551	3	10	£16,915	6	0

The expenditure at the Quarantine establishment shews an increase, when compared with that of 1853, of..... £3791 9 10

Constituted as follows :

On pay of servants of the establishment..	512	4	6
On the supplies of the Hospital and other expenses directly connected with the care of the sick.....	382	13	5
Steamboat service.....	992	10	0
Do for conveyance of emigrants from healthy division to Quebec during the prevalence of Cholera.....	575	0	0
Repairs to Hospital building, &c.....	1223	6	2
Sundry items extra.....	105	15	9
	£3791	9	10

The great increase in the Quarantine expenditure has been for the steam boat hire. The contract in 1853 was for £20 per weekly trip; this last season, it was taken at £37 10s. per trip, occupying one day, but subsequently increased to £56 5s. in consequence of the time being extended to two days. The excess under this head alone, amounted to £992 10s. in addition to which, there was a charge of £575 for extra services for the conveyance of Emigrants from the healthy division during the prevalence of Cholera, as recommended by the Central Board of Health.

An increase of 25 per cent was also granted to all the under employés, from the hospital steward downwards; these additions, with the prolonged period to which the establishment has been kept open, will fully account for the excess of expenditure. For further information respecting the internal management of this establishment, I would respectfully refer to the Report of the Medical Superintendent which has already been submitted to your Excellency.

I may here be permitted to offer a few observations with reference to this important establishment. It will, however, be unnecessary, as not falling within my peculiar province, to enter at length into any disquisition on the subject of

Quarantine, as a preventive of the spread of disease, I would only desire to submit my views, as to the necessity of ameliorating the establishment, and thereby rendering it as intended by Legislative policy, strictly subservient to great and important ends as well as more consonant to the dictates of humanity and public economy than heretofore.

In conformity with these views, I would earnestly recommend, that, independent of the necessity of an establishment for sick Emigrants, another of still greater importance and absolute necessity should be provided for the proper accommodation of the healthy, where they might have the privilege of remaining a short period after their arrival from a long sea voyage, enjoy the salutary benefit of washing and purifying their clothes and baggage, recruiting their wonted vigour, and making all necessary enquiries touching their future pursuits.

It would therefore be very desirable that this Lavatory Establishment should be so situated that all Emigrant vessels may be enabled to discharge their passengers where they could be thoroughly inspected, and all those labouring under disease or debility consequent thereon, removed to Hospital; the healthy classified, who should have the privilege of remaining 48 hours at the station for the purposes before mentioned.

The Emigrant Depot and Lavatory would require to be so situated as to afford safe and commodious anchorage for the shipping, and in such proximity to Quebec, as to permit the Steamers plying between this City and the West, to call daily and take off all such passengers as are allowed and prepared to leave.

By the adoption of an amendment of this character, I am impressed with the conviction that the most valuable results may be expected, both as regards the interests of society on the one hand, and the claims of humanity on the other; among its numerous benefits, I may remark that many of the difficulties and inconveniences under which the Emigrants have long laboured, and which at all times, have proved the fruitful causes of clamour and complaint would be removed, the accumulation of Emigrants on our wharves, and in the overcrowded, filthy and ill-ventilated abodes of this populous City, and Montreal, would be avoided; the ignorant and helpless, so often thrown in the way of the tempting allurements of the most depraved classes of society would be protected from imposition and vice.

By this change, I am also persuaded that a vast amount of other evils, and which at present exist and exercise the most important influence on this class, would not only disappear, but a very considerable saving in the public expenditure be effected.

This subject has not failed to engage the public attention during the past season: the Report of Dr. Nelson, the Mayor of Montreal, whose practical acquirements in every branch of sanatory and social economy, are entitled to every consideration, has expressed his opinion as to the ineligibility of the present site of the establishment, chiefly owing to its distance from Quebec. In this opinion of Dr. Nelson, I may remark, the Local Board of Health of this city concur, and justify me in submitting the propriety of its removal to a locality possessing superior advantages for all the purposes in contemplation.

I would respectfully refer these documents to Your Excellency's favorable consideration.

The principal and most important objection to the present establishment at Grosse Isle is, not only its great and inconvenient distance from the city, and thereby subjecting the Province to a serious expense for keeping up even a weekly communication, but it is an established fact, that during the prevalence of epidemic cholera the past season, emigrants were detained ten days at the healthy division of the Quarantine establishment, without having any cases of sickness, yet after re-embarking on board these vessels and proceeding to Quebec, several have fallen sick and had to be sent to the Marine Hospital on arrival.

It is also necessary to remark, that the emigrants, in consequence of the vessels being detained at the station, are exposed to another great hardship; their beds, which are generally of straw, are necessarily thrown overboard for the purpose of cleansing and purifying the ship, and therefore, on their re-embarking, many have not the means to replace them, and as vessels may be two or three days in reaching this port, the poor people are obliged, during that period, to lie and sleep on the bare damp boards, a discomfort highly prejudicial to health if not productive of disease.

In this view, I would earnestly, but respectfully, press upon the consideration of your Excellency and the Provincial Legislature, the advantages of an early removal of the present Grosse Isle establishment, to the upper end of the Island of Orleans, a locality possessing within itself, all that is desirable for the efficient establishment of an Emigrant Depot, together with ample hospital accommodation and appliances for the sick and healthy emigrants.

Having personally visited and attentively inspected this locality during the course of the past season, I am satisfied that a desirable site could be acquired, which would offer all that is requisite for a most convenient and effective station. Its proximity (a matter of the highest importance,) is such that the steamers engaged in our western trade would call there, and receive the emigrants daily without any expense to Government.

The advantages and increased facilities thereby afforded to the shipping interest would be very great, and which can only be fully appreciated by those who may have had their vessels detained for eight or ten days at Grosse Isle.

It would also permit the removal of the emigrants who might fall sick in this city to a healthy, airy and cheerful locality, where a competent and efficient staff of officers and nurses would be in constant attendance to receive them, and thus prove the means of rendering the Marine and Emigrant Hospital available for the better accommodation of sailors or sick citizens.

To these views it may be urged that the expenses attendant upon the removal and the acquisition of the necessary property would prove a serious obstacle to their accomplishment; but no pecuniary consideration, in my humble opinion, ought to operate against the amelioration of an establishment involving so many important, and such general interests.

In connection therewith I would also remark that the buildings and establishment at Grosse Isle are of a temporary nature, and that many of them would not justify a further expenditure of public moneys for repair.

I trust that I may be permitted to observe that the great importance of the question now brought before Your Excellency, and the very deep interest with which it has engaged the public mind during the past season, will, I hope, be admitted a sufficient apology for my anxiety in pressing it.

The Central Board of Health in their Report, as well as the Medical Superintendent of Grosse Isle, have recommended the adoption of regulations restricting the number of emigrants on board of steamers plying on our inland waters. This, I consider, would be most desirable, at least during the prevalence of any epidemic.

Under all the circumstances of the case, and conceiving as I do, that there can be no subject of more vital interest to a colony like Canada, possessing so many resources for its future greatness and prosperity, than the promotion by its Government of a vigorous and healthful emigration; I shall not, I trust, be wanting in the recommendation of such measures as may tend to remove every obstacle in the way of securing so desirable an end.

In looking forward to the large emigration which may be annually expected by this route, the more particularly, now that the navigation of our noble river is thrown open to the active enterprise and commercial intelligence of our energetic neighbors, and as the route of the St. Lawrence becomes more

generally known and appreciated by the people in Europe, it is highly desirable that no improvement, arrangement or facility, may be wanting to foster and encourage this very important branch of our trade.

The expenditure of this Department shows a large increase when compared with that of the year 1853, amounting to £3,609 13s. 1d.

The average expenditure on the total Emigration landed in the Colony for the year 1853 was equal to 3s. 1½d. on each person, and, during the past season of 1854, it amounted to 3s. 6¼d., being an increase of about 13 per cent.

This large increase occurring during a season which opened with unusual prosperity and with an unprecedented demand for labour, may appear singular, but it will be fully accounted for in the advance which had taken place in the rates of inland transport, varying from twenty-five to fifty per cent.

The appearance of Cholera, which visited almost every section of the Province, and, from which our Emigrant population suffered severely, also tended greatly to the increase of the expenditure; the more so, as it became a matter of necessity to forward parties who, under ordinary circumstances, would not have been entitled to assistance, in order to prevent any accumulation of Emigrants, who were supposed by public opinion, to carry the germ of disease within themselves.

The number of persons assisted at the Quebec Agency was equal to 6,700 adults, being an increase over that of 1853, of 2,000, and at an average cost of 12s. 3½d., against that of 10s. 3¼d. in 1853.

There were forwarded to Montreal.....	2,824
“ “ Western Canada.....	2,122
“ “ Buffalo, Chicago, and the Western States.....	1,063
“ “ The United States, viâ Lake Champlain.....	691
	6,700

At Montreal, the number assisted was 6,051 persons, equal to 4,306 adults, at an average cost of 11s. 8½d., against 10s. 4¼d. in 1853.

Of this number there were,

Male Adults.....	515
Female.....	2,600
Children.....	2,382
Do. under 3 years.....	554

The large increase of the Foreign Emigration by the route of the St. Lawrence, has added materially to the expenditure of the past season, and it has been found necessary both at this and at the Montreal Agency to extend assistance to large numbers of this class, chiefly Germans.

The amount of expenditure in Western Canada shows a small increase on that of last year, amounting to £301 8s. 8d.; £206 9s. 5d. of this sum has been incurred in the re-establishing of an agency at Hamilton, and the temporary appointment of an agent at Berlin in the Waterloo District.

From the growing importance of Hamilton and the great increase of the Emigrant traffic which passes through that city since the opening of the Great Western Rail Road, making it now the most direct route to the great West; it may be found desirable to establish a permanent and efficient agency there, for the purpose of affording every necessary protection and advice to the large Emigration which will now annually pass by that route.

The necessity of an agency at Berlin would not appear to be required during the ensuing season, as from its proximity to Hamilton, the duties could be efficiently performed by that office.

The number of Emigrants' letters addressed to the care of this Department, during the past season was 375; 173 of which contained remittances to the amount of £538 0s. 6d. The Montreal Agency received upwards of 260 letters of remittances amounting to near £300 cy.; they were all delivered and the amount paid over to the parties in whose favour they were addressed.

It may be observed that many of these money letters were received in answer to applications transmitted from this office for funds to enable parties to join their relatives.

At page 18 I beg to submit a copy of a report from Mr. Hawke, the chief agent for Western Canada, as the results of the past season's Emigration to that section of the Province, and to which I beg respectfully to refer your Excellency.

The Emigrant tax realized in the course of the past season was as follows:

At Quebec, 35,413 adults at 5s	£8,853	5	0
“ 13,459 children at 3s. 9d	2,523	11	3
“ 100 uncertified at 7s. 6d.....	37	10	0
“ 87 do at 40s.....	174	0	0
At Montreal, 560 adults at 5s	140	0	0
“ 236 children at 3s. 9d.....	44	5	0
Amount of Tax received.....	£11,772	11	3
Imperial appropriation, £1500 sterling at par.....	1,825	0	0
	£13,597	11	3

The number of shipwrecked Emigrants that reached this port during the past season, was 584. They were exempt from the payment of any tax, which otherwise would have realized the sum of £136, 5s. 4d.

The Emigrant fund has yielded as above stated the sum of £11,772, 11s. 3d. equal to 4s. 3½d. on each Emigrant liable to duty, while the expenditure amounted to £16,915, 6s. 0d. equal to 6s. 9d. per head. The deficiency £5,142, 8s. 9d. has been met by the balance remaining over from last year which is now entirely expended, together with the Imperial appropriation of £1,500 sterling; but as this assistance is to be hereafter discontinued the resources of the department during the ensuing season will be exclusively dependent upon the sum derived from the Emigrant Tax.

In offering to give any approximate view of the distribution as well as disposal of the Emigration of the past season, many difficulties must unavoidably present themselves, and the more particularly in the absence of any data, from which an accurate return may be compiled, and I have only to reiterate what I have already had occasion in former years to do, that the changes which are annually taking place with regard to the enlarged and multiplied means of inland transport render it almost impossible to obtain any reliable account of the transit of our Emigrant population.

On referring to my several reports made from time to time, I find the estimate therein made as to the probable distribution of the Emigration of the past season as follows:

Total Emigration landed at Quebec.....	53,183	
Emigrants of British origin.....	35,132	
Foreigners.....	18,051	
Foreign Emigrants direct to the United States.	14,000	
British origin.....	8,000	22,000
Remained in Canada.....		31,183
In Western Canada,.....	27,000	
Eastern do.....	4,000	

In addition to the number who have proceeded to Western Canada by this route, that portion of the Province continues to receive considerable numbers by the route of the United States, whom Mr. Hawke estimates at not less than from 6000 to 7000 souls, so that the total accession to our population from the emigration of the past year may be estimated at about 38,000 souls.

From a return of the Emigration to the port of New York, it would appear that 313,747 arrived there during the year 1854, being an increase of over 30,000 on the Emigration of 1853, the Emigration from the United Kingdom, shows a decrease of 32,731 when compared with that of 1853. From Ireland a falling off of upwards of 34,000. From Scotland 1,600, whilst there appears to have been an increase of over 3000 on the number from England. But the great increase appears to have been in the German Emigration which shows an excess of over 47,000 on the number in 1853. The Norwegian Emigration to the United States appears to have almost entirely ceased, having fallen off gradually from 3000 in 1852, to 91 souls, the number landed during the past year.

The Norwegian Emigration to this Continent appears now to be confined almost exclusively to this route, and the numbers have shown a steady annual increase since its commencement in 1850.

The Emigration of 1854 has, on the whole, been satisfactory, and but for the appearance of cholera, would have been most successful.

In the early part of the season, and throughout the summer months, the demand for all classes of laborers and mechanics was unprecedented, and the greatest difficulty was experienced throughout the country in securing the necessary supply. This has, however, experienced a very considerable check within the last two months, and wages of all classes have experienced a fall of from 25 to 50 per cent. This great change has been caused by the unfavorable state of the European market, as to the value of our chief staple articles of export, and to the depressed state of the money market throughout the United States, which could not but materially affect all our industrial interests; this depression is, however, chiefly confined to the laboring classes and mechanics engaged about our cities and on the public works. The agricultural class, and all those Emigrants who possessed sufficient means to enable them to enter upon the occupation of land, have done well.

The high price of all agricultural produce, for several years past, has placed the Farmers of Canada in prosperous and independent circumstances.

A very considerable increase in Scotch and English farmers and agriculturalists, possessing capital, was observed among the Emigrants of the past season, which cannot but prove highly desirable and beneficial to the best interests of the country. The Emigrants from Aberdeen and Hull, which show a large increase on former years, were chiefly of this class.

There were also a number of respectable and wealthy Germans who have settled in the western section of the Province.

A small party of from 50 to 60 Norwegians have acquired some property in the Eastern Townships, near Sherbrooke, and, from the steady and industrious

habits of these people, I entertain great hopes of their proving a valuable acquisition to that important section of the Province, and, moreover, be instrumental in attracting to it other parties of their countrymen in succeeding years. This is the first party of Norwegians, of any consequence, who have established themselves in Canada, and their attraction thereto is attributed to the favorable reports which they had received from two of their countrymen, who settled in that district in 1853. Should they prove successful, and of which I have little doubt, we may look for a further addition to their numbers, during the ensuing season.

With reference to the prospects for 1855, I regret that it is not in my power to present so promising an aspect, nor is the season likely to open so favorably as that of the past year. It is not possible, in the present existing commercial crisis, and which has so seriously affected the best interests of the Province, that the wages of the past season can be maintained, and emigrants, therefore, must calculate upon a considerable reduction on the past year's rates during the ensuing season.

The distress which has so seriously pervaded most of the large cities in the American Union, will, no doubt, on the commencement of the Spring operations, induce a large number of their unemployed laborers to seek employment on our public works, and thereby necessarily occupy the field of labor, which has heretofore been open to the newly arrived Emigrants; I, however, fully anticipate a falling off in our Emigration during the ensuing season, for it is evident that the inducement, or rather the disposition, to emigrate from the United Kingdom is sensibly on the decrease, and, if I may judge from the present appearances, it is more than probable that that disposition will remain unchanged for some time.

The increased demand for labour, with a proportionate advance in wages and steady employment at home, connected as these advantages are, with the return of large numbers of disappointed parties from the United States, cannot, I apprehend, but tend to diminish their numbers in 1855.

On the other hand the increased advantages offered by the St. Lawrence route since the opening of the Great Western Railway (which renders it now the cheapest and most direct route to the great West from Europe) are now becoming known.

Our unrivalled inland navigation from Quebec to Hamilton 590 miles, thence by railroad to Chicago a distance of 465 miles further, places the Emigrant at once in the heart of the Great Western States, and when it is considered that this journey can be performed in the space of about five days, and at a cost of somewhat less than £2 sterling, these facts, in addition to the well known protection afforded whereby Emigrants are exempt from many of the evils to which they have been too notoriously exposed in the United States, cannot but most materially benefit and encourage the Emigration from Europe by this route, and which at no distant day, must become the leading thoroughfare to the Great West, and to these causes in a great measure, may be attributed the steady annual increase in the amount of our Foreign Emigration.

At paper No. 7, of the Appendix will be seen a tariff of the rates of passage, distances, and best routes to the chief points in Western Canada and the United States; this paper is gratuitously distributed in large numbers on board of each Emigrant ship on arrival in this port; and every means are adopted to place reliable and correct information within the reach of all, and if they will but apply to any of the agents of this Department they will receive every advice and protection against imposition.

The Canadian Steam Navigation Company's vessels have brought out a considerable number of the better class of Emigrants, they have made nine trips from Liverpool during the season, and average 246 passengers each trip; their arrangements appear to have given very general satisfaction and the passengers report favourably of the accommodations.

This Company, from the difficulty of securing a sufficient number of steamers of the class adapted to Atlantic Navigation have, laboured under many disadvantages, and from being unable to secure punctuality in their periods of sailing have been less successful than they otherwise would have been, but from the information received, this difficulty will in future be avoided, and they will be prepared to commence this spring with a competent line of powerful and well appointed steamers, that will make the passage in from 12 to 14 days.

The regular establishment of an efficient line of steamers to this port cannot but prove of vast importance to the best interests of the Province, and will also, I trust, prove equally beneficial to the enterprising proprietors.

I have thus endeavoured in as brief a manner as possible to bring before Your Excellency a review of the most important transactions connected with this Department during the past season, all of which I respectfully submit to Your Excellency's favorable consideration.

I have the honor to be,
Your Excellency's most obedient servant,

(Signed,)

A. C. BUCHANAN,

H. M. Chief Emigration
Agent for Canada.

(Copy.)

EMIGRATION OFFICE,
TORONTO, 30th December, 1854,

DEAR SIR,—With reference to the Immigration of 1854, I am of opinion that the total number of Emigrants to Canada was a trifle over 60,000, of these as you are aware nine-tenths, or 54,000 landed at Quebec and Montreal. The remainder came to this Province *via* Oswego, Rochester and Lewiston.

What proportion of the former became actual settlers, I have no means of ascertaining, but I am not inclined to estimate the number at more than one-half or 27,000. Of the latter who entered Canada by the ports I have named, almost all remain, but as some of them came here to seek employment on our Public Works, it is but reasonable to suppose, that as soon as these are finished a few will return to the States.

The disposition to settle permanently in Canada, was never so strong as at present among Emigrants from the United Kingdom.

An unusual number who have resided for years in the States have come hither during the last year, and I have received frequent applications for information with regard to the price of land, the rates of wages and the nature of the climate, &c., from others who expressed a strong desire to reside once more under "British Rule," provided they could do so with a reasonable prospect of doing well. It is also somewhat unusual to witness the return of such a large number of Emigrants from the States to the United Kingdom, as have taken place during the past season, which has been estimated by some of the American news papers to exceed 20,000. Although the depressed state of business may in part account for this disposition to leave the States and settle in Canada, or return to their native land, it is evident that the recent movements of the "Native American," or as it is more generally called the "Know-nothing party" against Foreigners, and more especially against the Irish Roman Catholics, have been the chief cause; and if the hostile feelings manifested by the Americans should, as there is every prospect of their doing, influence their future Legislation, it will induce still larger numbers to come and settle in this Province, and check British Emigration to the United States.

During the Spring and Summer of 1854, the demand for labour in Canada has been unprecedented, and wages exorbitantly high; but owing to the sudden change which has taken place in our monetary concerns and the approach of winter, a depression has taken place which is likely to continue for some time; but there is every reason to believe that the year 1855 will be as prosperous in Canada as any of its predecessors.

The prices of all farm produce rule high, and our farmers were never better off. The quantity of Fall wheat sown greatly exceeds that of any previous year, and the preparations for what are known as Spring crops indicate that the increased breadth of tillage will be equally great. The Spring will also enable the contractors to proceed in their public or private undertakings with greater activity.

I think, therefore, that we may with confidence anticipate abundance of employment and fair wages for all the skilled as well as all the unskilled laborers who may land upon our shores in 1855.

The unhealthiness of the past season, in consequence of the prevalence of cholera throughout Canada, occasioned much distress, especially amongst the German emigrants; but the number of deaths amongst the emigrants of British origin was not large. I attribute this difference to the fact that the vessels in which the former were transported were generally more crowded, as they came to Quebec in large bodies together, and proceeded in the same crowded state up the St. Lawrence and the Lakes to their place of destination in the Western States.

With reference to limiting the number of Emigrants on board of our Canadian steamboats, I have nothing to add in addition to what I have already communicated, nor can I suggest any change in the management of the business of the Emigration Department which I should consider an improvement on the present system, except the passage of a law to restrict the number of passengers during the prevalence of cholera, or any epidemic disease, to such limits as medical men may consider safe. The means of transport on our waters are ample for almost any number of emigrants, the rates are reasonable, the steamers commodious, expeditious and safe, and those who really require assistance are always promptly relieved on application to the Emigrant Agents. I know of no part of the world where an equal number of persons, thrown suddenly together, have been conveyed the same distance, at the same rate, with less inconvenience, and as few accidents, as the vast body of emigrants who have been transported from Quebec to Hamilton during the last ten years.

I am, my dear Sir,
Yours truly,

(Signed,)

A. B. HAWKE,
Chief Emigrant Agent
For Upper Canada.

A. C. Buchanan, Esq.,
&c., &c.

APPENDIX TO REPORT ON EMIGRATION.

CANADA.—Returns of the Number of Emigrants Embarked, with the Number of Births and Deaths during the Voyage and in Quarantine, the Total Number Landed at Quebec, distinguishing Males from Females and Adults from Children, with the Number of Souls from each Country; also the Number of Vessels, Tonnage, and Seamen employed, and the average Length of Passage, during the Season of 1854.

Whence.	Number of Ves- sels.				Average Days on Passage.		Tonnage.		Number of Sea- men.		Number Embarked.				Deaths on the Passage.														
	Number of Ves- sels.		Average Days on Passage.		Tonnage.		Number of Sea- men.		Cabin Pas- sengers.		Adults.		Children, 1 to 14 yrs.		Infants.		Total.		Births.		Total Souls on Board.		Adults.		Children, 1 to 14 yrs.		Infants.		
	M.	F.	M.	F.	M.	F.	M.	F.	M.	F.	M.	F.	M.	F.	M.	F.	M.	F.	M.	F.	M.	F.	M.	F.	M.	F.	M.	F.	
England	146	466	95092	3438	528	7162	4718	2708	2262	1050	17930	17	13	18488	84	24	88	82	54	282									
Ireland	97	474	42818	1625	107	4605	6814	2138	2132	458	16137	10	7	16261	25	18	16	14	11	84									
Scotland	82	47	43141	1573	140	2708	1639	823	799	843	6312	6	2	6459	2	1	2	2	3	10									
Continent of Europe ..	61	58	22107	833	36	4766	3366	1474	1416	564	11586	13	16	11651	12	13	82	26	111										
Lower Ports, &c.	55	.....	8133	385	7	307	225	161	142	12	850	.....	.....	857	.....	.....	.....	.....	.....	.....			
Total	441	481	212196	7859	816	19648	16762	7307	6741	2457	52815	45	38	53716	73	56	138	126	94	487									

Whence.	Deaths in Quarantine.						Total landed in the Colony.						Grand Total Landed in the Colony.							
	Adults.		Children, 1 to 14 yrs.		Total Deaths.		Adults.		Children, 1 to 14 yrs.		Total.		Infants.		Total.		Passengers.		Grand Total	
	M.	F.	M.	F.	M.	F.	M.	F.	M.	F.	M.	F.	M.	F.	M.	F.	M.	F.	M.	F.
England	3	9	6	10	31	318	7125	4685	2914	2170	9733	6855	1053	17647	528	18175				
Ireland	4	3	.....	2	9	93	4576	6793	2122	2106	6698	8899	464	16061	107	16168				
Scotland	1	.....	1	1	8	13	2705	1638	820	796	3525	2434	347	6306	140	6146				
Continent of Europe ..	1	2	.....	.....	8	114	4753	3351	1442	1388	6195	4739	567	11561	36	11537				
Lower Ports, &c. ....	.....	.....	.....	.....	.....	.....	307	225	164	142	471	307	12	850	7	857				
Total	9	14	7	18	46	533	19466	16692	7162	6602	26628	23294	2443	52365	818	53183				

Deaths on the Passage, 0.92 per cent. | Deaths in Quarantine, 0.8 per cent. | Total Deaths on the number embarked, 1 per cent.

Emigration Department, Quebec, 30th December, 1854. (Signed,) A. C. BUCHANAN, Chief Agent.

No. 2.

ABSTRACT STATEMENT of the number of Emigrants embarked, Births on the Passage, with the number Died at Sea and in Quarantine, and total landed in the Colony, distinguishing the Countries and Ports whence they sailed, during the Season of 1854:-

Ports whence Sailed.	No. of Vessels.	Passengers.		Births.	Total.	Deaths.		Landed in Colony.
		Steerage.	Cabin.			At Sea.	In Quarantine.	
ENGLAND.								
Bristol	6	85			85			85
Cardiff	5	50			50			50
Carlisle	1	146			146			146
Falmouth	3	54	4		58			58
Fowey	2	396		1	397	6		391
Grangemouth	1	6			6			6
Hull	7	1057	17	2	1076	16		1060
Ipswich	1	6			6			6
Liverpool	79	13023	448	24	13495	239	31	13225
London	15	285	29	1	315	2		313
Maryport	3	17			17			17
Newcastle	2	16			16			16
Newport	2	14			14			14
Poole	1	22			22			22
Plymouth	9	2671	29	2	2702	19		2683
Sunderland	1	5			5			5
Shields	2	13			13			13
St. Ives	1	3			3			3
Swansea	1	1			1			1
Teignmouth	1	10			10			10
Torquay	1	13	1		14			14
Whitehaven	1	19			19			19
Workington	1	18			18			18
	146	17930	528	30	18488	282	31	18175
IRELAND.								
Belfast	9	918	16	1	935			935
Cork	13	2542	27	1	2570	5	7	2558
Dublin	8	1516	19	3	1539	11		1528
Galway	2	263			263			263
Limerick	31	4962	26	2	4990	55	1	4934
Londonderry	3	265		1	266	1		265
New Ross	7	2490	6	2	2498	6		2492
Newry	1	24			24			24
Sligo	2	392	4	5	401	4	1	396
Tralee	5	1416	1	1	1418	1		1417
Waterford	13	1050	7		1057	1		1056
Wexford	1	147			147			147
Youghal... ..	2	152	1		153			153
	97	16137	107	17	16261	84	9	16168

Abstract Statement of the number of Emigrants embarked, &c.—Continued.

Ports whence Sailed.	No. of Vessels.	Passengers.		Births.	Total.	Deaths		Landed in Colony.
		Steerage.	Cabin.			At Sea.	In Quarantine.	
SCOTLAND.								
Aberdeen	12	1559	48	...	1607	1	...	1606
Arbroath	1	46	...	...	46	...	...	46
Ardrossan	3	93	...	...	93	...	...	93
Alloa	1	2	...	...	2	...	...	2
Bamff	1	144	8	...	152	...	...	152
Dumfries	2	56	...	...	56	...	...	56
Dundee	3	17	11	...	28	...	...	28
Fraserburg	1	113	...	...	113	...	...	113
Glasgow	41	2053	64	6	2123	7	2	2114
Greenock	9	1778	9	1	1788	1	1	1786
Leith	4	48	...	...	48	...	...	48
Montrose	2	359	...	...	359	1	...	358
Troon	2	44	...	...	44	...	...	44
	82	6312	140	7	6459	10	3	6446
GERMANY.								
Antwerp	4	394	...	1	395	7	...	388
Hamburg	23	4561	8	14	4583	58	1	4524
Bremen	3	779	6	...	785	8	1	776
	30	5734	14	15	5763	73	2	5688
NORWAY AND SWEDEN.								
Arendal	1	188	...	...	188	...	...	188
Bergen	7	1454	...	1	1455	2	1	1452
Christiania	8	1749	4	4	1757	16	...	1741
Drammen	2	320	...	1	321	2	...	319
Gothenborg	2	259	14	3	276	13	...	263
Kragerö	3	523	...	...	523	...	...	523
Larvig	1	7	...	...	7	...	...	7
Osterrisör	1	62	...	...	62	2	...	60
Porsgrund	2	499	...	3	502	2	...	500
Stavanger	3	615	4	2	621	1	...	620
Waløe Saltværk	1	176	...	...	176	...	...	176
	31	5852	23	14	5888	38	1	5849
LOWER PORTS	55	850	7	...	857	...	...	857
RECAPITULATION.								
England... ..	146	17930	528	30	18488	282	31	18175
Ireland	97	16137	107	17	16261	84	9	16168
Scotland... ..	82	6312	140	7	6459	10	3	6446
Germany, &c	30	5734	14	15	5763	73	2	5688
Norway and Sweden	31	5852	22	14	5888	38	1	5849
Lower Ports	55	850	7	...	857	...	...	857
	441	52815	818	83	53716	487	46	53183

(Signed,)

A. C. BUCHANAN,
Chief Agent.

No. 3.

RETURN of the Number of Admissions to Hospital, Discharges, and Deaths of Emigrants arrived during the Season of 1854.

	Admitted.	Discharged.	Died.	Remained.
Grosse Isle Hospital	690	644	46	...
Marine and Emigrant Hospital, Quebec...	615	447	130	38
General Hospital, Montreal	342	278	48	16
	1647	1369	224	54

(Signed,)

A. C. BUCHANAN,
Chief Agent.

Emigration Department,
Quebec, 30th December, 1854.

No. 4.

RETURN of Trades and Callings of the Emigrants who arrived at the Ports of Quebec and Montreal, during the year 1854.

Bakers	51	Saddlers	18
Butchers	23	Sailmakers	5
Braziers, Plumbers and Tinsmiths	16	Sawyers	16
Bookbinders and Printers	19	Shipbuilders	17
Bricklayers and Stonemasons	228	Shoemakers	358
Cabinetmakers and Turners	20	Smiths	354
Carpenters and Joiners	617	Stonecutters	67
Cart and Wheelwrights	39	Tailors	493
Coachmakers	8	Watch and Clock makers	43
Coopers	40	Wool and Flax dressers	4
Curriers	2	Weavers	85
Dyers	4	Servants	117
Engineers	76	Unenumerated callings	163
Gardeners... ..	37	Farm labourers	5632
Hatters	3	Common labourers	10448
Millers and Millwrights... ..	131		
Miners	238		19548
Merchants and Clerks	156	Deaths of Male Adults:—	
Moulders and Foundrymen	24	At Sea	73
Painters and Glaziers	41	Quarantine	9
Papermakers	4		82
Plasterers	5		
Ropemakers	6	Total... ..	19466

(Signed,)

A. C. BUCHANAN,
Chief Agent.

Emigration Department,
Quebec, 30th December, 1854.

No. 5.

COMPARATIVE STATEMENT of the number of Emigrants arrived at the Port of Quebec, since the year 1829 inclusive.

Country.	5 years from 1829 to 1833.	5 years from 1834 to 1838.	5 years from 1839 to 1843.	5 years from 1844 to 1848.	1849.	1850.	1851.	1852.	1853.	1854.	Grand Total.
England	43386	28624	30813	60453	8980	9887	9677	9276	9585	18175	228856
Ireland	102264	54898	74981	112192	23126	17976	22381	15983	14417	16168	454386
Scotland	20143	10998	16289	12767	4984	2879	7042	5477	4745	6446	90770
Continent	15	485	...	9728	436	849	870	7256	7456	11537	38632
Lower Ports	1889	1346	1777	1219	968	701	1106	1182	496	857	11543
	167697	93351	123860	196359	38494	32292	41076	39176	36699	53183	824187

(Signed,)

A. C. BUCHANAN,

Chief Agent.

Emigrant Department,
Quebec, 30th December, 1854.

No. 6.

RETURN of the number of Persons who received assistance to emigrate; the amount of money paid them on landing at Quebec, during the season of 1854.

Date..	Vessels' Name.	Whence.	No. of Persons.	Class.			By whom sent out.	Amount of Landing Money paid at Quebec.	
				M.	F.	C.		£	s. d.
May 24 ...	Thetis ...	Limerick...	60	...	60	...	Cashel Union ...	60	0 0
" 26 ...	Energy ...	do ...	32	...	28	4	Thurles do ...	30	0 0
" 27 ...	Jane Black	do ...	4	...	4	...	Ballyvaughan do ...	4	0 0
" " ...	do	do ...	12	...	8	4	Currofin do ...	10	0 0
" " ...	do	do ...	44	...	39	5	Ennis do ...	41	10 0
" " ...	do	do ...	36	...	32	4	Ennistymore do ...	34	0 0
" " ...	do	do ...	26	...	21	5	Killydysart do ...	23	10 0
" " ...	do	do ...	47	...	45	2	Kilrush do ...	46	0 0
" " ...	do	do ...	34	...	32	2	Scaroff do ...	33	0 0
" " ...	do	do ...	18	...	17	1	Tulla do ...	17	10 0
June 3 ...	Fottenham	Cork ...	19	...	17	2	Urlingford do ...	18	0 0
" " ...	do	do ...	30	10	20	...	Cork Foundling Hosp.	45	0 0
" " ...	Joseph Howe	do ...	10	...	10	...	Cloughoen Union ...	10	0 0
" 9 ...	Glenlyon...	New Ross...	37	...	34	3	Callan do ...	27	0 0
" 17 ...	Lady Russell	Tralce ...	55	...	46	9	Kenmore do ...	55	0 0
" " ...	do	do ...	37	...	32	5	Cahirveen do ...	37	0 0
" " ...	do	do ...	54	...	49	5	Dingle do ...	54	0 0
" " ...	do	do ...	50	...	48	2	Tralce do ...	50	0 0
" " ...	Augusta ...	Sligo ...	21	...	16	5	Ballina do ...	18	10 0
" " ...	do	do ...	17	...	14	3	Killala do ...	15	10 0
" " ...	do	do ...	3	...	3	...	Glanamady do ...	3	0 0
" " ...	do	do ...	9	...	1	6	Westport do ...	8	0 0
" " ...	do	do ...	13	...	8	5	Newport do ...	10	10 0
" " ...	do	do ...	18	...	16	2	Glanmorris do ...	17	0 0
" " ...	do	do ...	10	...	9	1	Castlebar do ...	9	10 0
June 18 ...	John Holwell	Liverpool..	20	...	19	1	Carrick-on-suir do ..	19	10 0

No. 6.—(Continued.)

Date.	Vessels Name.	Whence.	No. of Persons.	Class.			By whom sent out.	Amount of Landing Money paid them at Quebec.			
				M.	F.	C.		£	s.	d.	
June 20	New Brunswick	Dublin	60	5	48	7	Ballinrobe do	56	10	0	
" "	do	do	75	14	38	23	Rathdrum do	63	10	0	
" "	do	do	120	..	100	14	Par-onstown do	113	0	0	
" "	do	do	43	..	40	43	Athlone do	41	10	0	
" 26	Delta	New Ross	10	..	6	4	Waterford do	8	0	0	
July 6	Waterford	Galway	80	..	80	..	Galway do	80	0	0	
" "	do	do	4	..	4	..	Tuam do	4	0	0	
" 7	Blanche	Cork	40	..	39	1	Kanturek do	40	0	0	
" "	do	do	33	..	33	..	Skibbereen do	33	0	0	
" "	do	do	9	..	9	..	Skull do	9	0	0	
" "	do	do	36	..	34	2	Bantry do	36	0	0	
" "	do	do	21	..	19	2	Castletown do	20	0	0	
" "	do	do	17	1	13	3	Millstreet do	17	0	0	
" 10	Northern Light	Liverpool	59	..	58	1	New Ross do	58	10	0	
" "	do	do	9	..	6	3	Lismore do	7	10	0	
" "	Triton	Galway	69	..	44	22	Galway do	58	0	0	
" "	do	do	21	1	16	4	Oughterarard do	19	0	0	
" 12	St. Lawrence	Cork	30	..	27	3	Nenagh do	28	10	0	
" 22	Pemberton	do	59	..	56	3	Youghall do	59	0	0	
" 25	Theron	Limerick	108	..	103	3	Limerick do	106	10	0	
" "	do	do	2	..	2	..	Kilmallock do	2	0	0	
" "	do	do	31	..	17	13	Croon do	24	10	0	
" 26	Sinonds	Liverpool	10	..	10	..	Ballina do	10	0	0	
" 29	Mauritius	Londondry	4	..	2	2	Londonderry do	6	10	0	
" "	Columbus	Dublin	223	..	223	..	South Dublin do	223	0	0	
August 10	Satellite	Cork	61	..	61	1	Clonmel do	60	10	0	
" "	do	do	109	1	104	4	Cork do	109	0	0	
" 11	Dykes	Tralee	19	..	19	..	Killarney do	19	0	0	
" 12	Janes	Limerick	14	1	6	7	Rathkeale do	10	10	0	
" 19	Mary Carson	Liverpool	104	13	67	24	Gort do	92	10	0	
" 20	Harriet	Dublin	32	3	25	4	Balrothery do	30	0	0	
" 22	Georgiana	Limerick	21	..	21	..	Limerick do	23	0	0	
" "	do	do	21	..	17	4	Rathkeale do	19	0	0	
" "	do	do	18	..	7	11	Glynn do	12	10	0	
" "	do	do	30	..	22	8	Newcastle do	26	0	0	
" "	do	do	36	..	30	6	Listowel do	33	0	0	
September 1	Triumph	do	78	..	75	3	Limerick do	76	10	0	
" 15	William & Josep	do	128	..	124	4	Do do	125	0	0	
" 28	Anna Maria	do	75	..	76	2	Do do	77	0	0	
October 10	Jessy	do	54	1	48	5	Galway do	51	10	0	
" 26	Canada	Cork	251	5	208	43	Cork do	229	10	0	
" "	do	do	7	1	6	..	Cork Foundling Hosp.	11	0	0	
" 28	New Brunswick	Dublin	21	..	21	..	Rathdrum Union	21	0	0	
May 26	Oriental	Plymouth	6	1	1	4	Parish do	4	0	0	
July 3	Richard & Harriet	Hull	14	3	3	8	Do do	0	0	0	
September 30	Lady Peel	Plymouth	8	2	1	5	Do do	4	10	0	
May 26	Oregon	Liverpool	80	18	15	47	Baden, in Germany	64	0	0	
October 4	Enterprise	Dublin	191	55	42	94	Do do	200	13	0	
" 18	Oregon	Liverpool	151	51	33	67	Do do	150	14	0	
			3421	191	2694	536	Sterling £		3271	17	0

RECAPITULATION.	England.			Ireland.			Continent of Europe.		
	£.	s.	d.	£.	s.	d.	£.	s.	d.
Parish Funds	14	8	10	2971	2848	.....	422	415	7
Private Funds	..	..	..	.....	.....	.....	..	..	..
Free Passage only	14	..	..	.....	.....	.....	..	..	..
	28	8	10	2971	2848	.....	422	415	7

(Signed.)

Emigration Department, Quebec, 30th December, 1854.

A. C. BUCHANAN,
Chief Agent.

No. 7.

1854.

ROUTES, DISTANCES AND RATES OF PASSAGE.

FROM QUEBEC TO MONTREAL.—180 miles, by steamers, every day, at five o'clock, through in 14 hours.

	Steerage.		Cabin.	
	Stg.	Cy.	Stg.	Cy.
By the Royal Mail Packets	3s. 0d.	3s. 9d.	14s.	17s. 6d.
“ Tait's Line	3s. 0d.	3s. 9d.	10s.	12s. 6d.

FROM MONTREAL TO WESTERN CANADA.—Daily by the Royal Mail Line Steamer, at 9 o'clock, A.M., or by Rail Road to Lachine, at 12 o'clock.

	Distances.	Deck Fare.		Cabin Fare.	
		Stg.	Cy.	Stg.	Cy.
From Montreal to—	Miles.				
Cornwall	78	5s.	6s. 3d.	11s.	13s. 9d.
Prescott	127 }	6s.	7s. 6d.	14s.	17s. 6d.
Brockville	139 }				
Kingston	189	8s.	10s. 0d.	20s.	25s. 0d.
Cobourg	292 }	12s.	15s. 0d.	28s.	35s. 0d.
Port Hope	298 }				
Bond Head	313 }	14s.	17s. 6d.	34s.	42s. 6d.
Darlington	317 }				
Whitby	337 }				
Toronto	367 }	16s.	20s. 0d.	36s.	45s. 0d.
Hamilton	410 }				
Detroit	596	24s.	30s. 0d.	56s.	\$14
Chicago	874	32s.	40s. 0d.	80s.	\$20

Passengers by this line tranship at Kingston to the Lake Steamers, and at Toronto for Buffalo.

Daily by the American Line Steamer at 1 o'clock, A. M.

	Miles.	Deck Fare.		Cabin Fare.	
		Stg.	Cy.	Stg.	Cy.
From Montreal to—					
Ogdensburg	138	6s.	7s. 6d.	14s.	17s. 6d.
Cape Vincent	190	8s.	10s. 0d.	20s.	25s. 0d.
Sacket's Harbour	242	12s.	15s. 0d.	24s.	30s. 0d.
Oswego	286	14s.	17s. 6d.	26s.	32s. 6d.
Rochester	349 }	16s.	20s. 0d.	30s.	37s. 6d.
Lewiston	436 }			34s.	42s. 6d.
Buffalo	467	20s.	25s. 0d.	38s.	47s. 6d.
Cleveland	661	26s.	32s. 6d.	..	..
Sandusky	721	28s.	35s. 0d.	..	..
Toledo and Monroe... ..	975	28s.	35s. 0d.	..	..

Passengers by this line tranship at Ogdensburg to the Lake Steamers for Oswego and Lewiston. The Passengers for both Lines embark at the Canal Basin, Montreal.

Steerage Passage from Quebec to Hamilton	23s. 9d.
“ “ “ “ Buffalo... ..	28s. 9d.

No. 7.—(Continued.)

FROM HAMILTON TO THE WESTERN STATES, BY THE GREAT WESTERN RAIL ROAD.
—THE NEW SHORT ROUTE TO THE WEST.—Trains leave Hamilton daily for
Detroit, connecting at that City with the Michigan Central Rail Road for
Chicago.

	Distance.	Emigrant Train.		First Class Train.	
		Miles.	Stg. Os. 6d.	Cy. Os. 7½d.	Stg. 1s. 0d.	Cy. 1s. 3d.
To Dundas	6				
Flamboro	9				
Paris... ..	20	2s. 0d.	2s. 6d.	3s. 8d.	4s. 6d.
Woodstock	48	3s. 0d.	3s. 9d.	5s. 0d.	6s. 3d.
Ingersoll	47	3s. 6d.	4s. 4½d.	7s. 0d.	8s. 9d.
London	76	4s. 9d.	6s. 0d.	9s. 0d.	13s. 3d.
Eckford	96	6s. 0d.	7s. 6d.	14s. 0d.	17s. 6d.
Chatham	140	7s. 0d.	8s. 9d.	"	"
Windsor	186	8s. 0d.	10s. 0d.	20s. 0d.	25s. 0d.
Detroit, Michigan					
Chicago, Illinois	465	16s. 0d.	20s. 0d.	44s. 0d.	55s. 0d.

Steamers leave Chicago daily for Milwaukie and all other Ports on Lake Michigan.

Emigrants on arriving at Chicago, if proceeding further, will, on application to Mr. H. J. Spalding, Agent of the Michigan Central Railroad Company, receive correct advice and direction as to route.

Passengers for the Western parts of the United States of New York, Ohio, Pennsylvania, and Indiana, must take the route via Buffalo.

OTTAWA RIVER AND RIDEAU CANAL.—From Montreal to Bytown and places on
the Rideau Canal, by steam every Evening, by Robertson, Jones & Co.'s
Line.

From Montreal to—	Distance.	Deck Passengers.	
		Miles.	Stg. Cy.
Carillon	54	2s.	2s. 6d.
Grenville... ..	66	3s.	3s. 9d.
L'Orignal	73	3s.	3s. 9d.
Bytown	129	4s.	5s. 0d.
Kemptville	157 175 100 199 216 226 258	6s.	7s. 6d.
Merrickville			
Smith's Falls			
Oliver's Ferry			
Isthmus			
Jones' Falls			
Kingston... ..			

Passengers proceeding to Perth, Lanark, or any of the adjoining Settlements, should land at Oliver's Ferry, 7 miles from Perth.

No. 7.—(Continued.)

ROUTE TO THE EASTERN PARTS OF THE UNITED STATES.

Emigrants proceeding to any of the following States of the American Union, viz.:—Maine, New Hampshire, Massachusetts, Connecticut, Vermont, New York and Pennsylvania,—By the Champlain and St. Lawrence Rail Road Company,—Mr. W. A. Merry, Secy.; Office opposite the Steamboat Landing, Montreal.

From Montreal to—	Emigrant Train.	
	Stg.	Cy.
Burlington	8s. 0d.	10s. 0d.
Whitehall	12s. 0d.	15s. 0d.
Troy	18s. 0d.	22s. 6d.
New York	19s. 0d.	23s. 9d.
Boston	26s. 0d.	32s. 6d.

Trains of the above Company leave Montreal daily.

From Toronto Steamers leave daily for Port Credit, 15 miles; Oakville, 25 miles; Wellington Square, 37 miles; Hamilton, 43 miles; also Port Dalhousie on the entrance of the Welland Canal, Niagara, Queenston and Lewiston—passage, 3s. 9d.

Steamers leave Kingston daily for the Bay of Quinté and the River Trent, calling at Picton, Adolphustown, Belleville, and other landing places in the Bay.

TO NEW BRUNSWICK.

The best and most expeditious route is by the St. Lawrence and Atlantic Rail Road, from Montreal to Portland—thence by Steamer, which leaves for St. John's, N. B., every Monday and Wednesday evening, at 8 o'clock.

Route.	Stg.	Cy.
From Quebec to Montreal, by Steamer	3s.	3s. 9d.
Montreal to Portland, by Railroad	24s.	30s. 0d.
Portland to St. John's, by Steamer	16s.	20s. 0d.
	43s.	53s. 9d.

Freight Steamers leave Montreal Daily for Kingston, Toronto and Hamilton.

Passage to Kingston	4s. Stg.	5s. Cy.
" Toronto and Hamilton	8s. Stg.	10s. Cy.

Throughout these Passages, Children under 12 years of age are charged half price, and those under 3 years are free.

Passengers by Steamers from Quebec to Hamilton—Luggage free; if by Railroad, 100 lbs. is allowed to each passenger; all over that quantity will be charged.

The Gold Sovereign is at present worth 24s. 4d. Cy.; the English Shilling, 1s. 3d.; and the English Crown-piece, 6s. 1d.

Through Tickets can be obtained on application to this office.

A. C. BUCHANAN,
Chief Agent.

Emigration Department,
Quebec, August, 1854.

No. 8.

Extracts from the notes appended to the periodical Reports of arrivals of Passenger Ships at the Port of Quebec and Montreal in the season of 1854.

RETURN No. 1.

From 17th to 26th May, 1854.

NOTE.—The emigrants arrived from the 17th to the 26th May, number 8,135, showing an increase of 4,387 over the corresponding period in 1853. They have landed in good health, notwithstanding the fear entertained by many, that the existence of Cholera in the United Kingdom would not fail to introduce it here; happily, so far, these fears have not been realized, and although sickness has existed on board several of the vessels, it has been chiefly from measles and small Pox. The only cases of Cholera which appeared, was on board the "Primrose," from Limerick, 25 of the passengers died, two of which occurred previous to her sailing, the last death was on 3rd May, 15 days previous to her arrival at the Quarantine Station; and although several of the passengers were sent to Hospital, suffering from extreme debility, no further symptoms of the disease appeared among them.

The increase over last season is chiefly from English ports, which gives an excess of 2,500 over last season. The port of Liverpool contributes over 1,800 persons, more than one-half of whom are foreigners, chiefly German. This is a branch of our Emigration which is likely to increase very much, as owing to the favorable reports which the Emigrants of previous years have sent home of the St. Lawrence route; and the rate of the passage being much lower than to the United States, the attention of the Shipping Agents, as well as the Emigrants, have been directed to this route.

The foreign emigrants who have arrived this season, have brought out a large amount of money with them, generally in drafts on New York, and gold. The Norwegians all proceed to Wisconsin. The Germans are more generally scattered over the American Union, and a number of respectable wealthy families have gone to settle in Western Canada.

The Scotch and English emigrants are of a superior class, and I have not seen a more substantial or respectable class of Farmers arrive at this Port for many years, a large portion of whom intend settling in Western Canada, to which they cannot but prove a valuable acquisition. About 100 young females have been sent out by the Irish Poor Law Unions; they received £1 sterling each on landing here; the greater part of them proceeded to Toronto, where they immediately found employment.

Employment is most abundant, and I have never known such a general complaint from all parties throughout the Country as this season, of the difficulty and almost impossibility of obtaining labourers, servants, and all classes of Mechanics. Constant applications are daily made to this Department from all sections of the Province, which it is impossible to fulfil.

No. 2.

From the 27th to the 28th May.

Two thousand seven hundred and twelve emigrants arrived in this port on the 27th May, in good health. The deaths on the passage were but 33, chiefly children, 19 of which occurred on board the *Lady Hobart*, from Liverpool, viz., 3 adults and 16 children. The great majority of emigrants by these vessels

were respectable farmers and Mechanics, all of whom were emigrating to friends; very few even of the labouring class could be induced to stop here, and avail themselves of the present great demand for labourers.

221 female paupers arrived by the *Jane Black* from Limerick, and 10 in the *Joseph Howe* from Cork. They received 20s. sterling each on landing; they were sent out by the following Unions, viz.

Ennistymore,....	32	adults,	4	children,	£34	0	0
Killadysart,	21	“	5	“	23	10	0
Kilrush,.....	45	“	2	“	46	0	0
Scariff,.....	32	“	2	“	33	0	0
Tulla,.....	17	“	1	“	17	10	0
Ballyvaugham.....	4	“	0	“	4	0	0
Corofin,.....	8	“	4	“	10	0	0
Ennis,.....	39	“	5	“	41	10	0
Clougheen,.....	10	“	0	“	10	0	0
	<hr/>		<hr/>		<hr/>	<hr/>	<hr/>
	208		23		£219	10	0

From 75 to 80 of these young women were hired in Quebec the day they landed, the rest proceeded, some to friends in New York and Boston; upwards of 120 were forwarded to Upper Canada, and were all immediately employed within a few hours of landing.

No. 3.

From 29th of May to 3rd of June.

3,529 Emigrants landed at this Port in good health from the 29th May to the 3rd instant.

The Foreign Emigration, which is largely on the increase by this route, numbers 1311 persons, 1203 of whom come direct from continental Ports, and 108 by the “Leonard Dobbin” from London, were from the ship “Cachelot” from Havre to New York, abandoned at sea; the parties were forwarded to New York by the agents of the “Cachelot.”

The Foreign Emigration by the vessels in this return, have with few exceptions, proceeded direct to the Western States.

The English Emigration number but 246 persons, chiefly from Fowey, were respectable farmers, and a few miners. The Emigrants from the Port of Liverpool are chiefly Irish.

The vessels enumerated in this return, four in number, although they brought out 170 passengers, did not come within the regulations of the Act, having less than one passenger for every 25 tons of their registered tonnage.

The “Good Intent” from Fowey, had on board besides her own compliment of passengers, 76 persons taken from the wreck of the “Black Hawke” from Liverpool to New York, abandoned at sea. These poor people lost all their luggage; they expressed themselves very grateful for the care and kindness which they received from Captain Gill, and the passengers on board this vessel.

The Emigration from Ireland, number 1306 persons; a large proportion of whom were parties emigrating to join friends in Western Canada, and the United States. By the “Tottenham” from Cork, there were 19 females from the Urlingford Union, they received through this Department 20s. sterling each on landing, and were forwarded to Belleville, Upper Canada, furnished with a letter of recommendation, and I have heard since, that they all obtained situations on

the day they arrived there. There were also by this vessel, 10 boys and 20 girls sent out by the governors of the Cork Foundling Hospital, they received 30s. each on landing here, and have all been placed in situations in this city; the boys at trades, and the girls with respectable families.

The first complaint this season was made by the passengers per "Brig Hannah" from Arbroath, against the master, for issuing impure and unwholesome water. Proceedings were instituted, and after a lengthened enquiry the master was convicted, and fined £20 sterling with costs. Employment of every description continues most abundant, and there is a great scarcity of labourers throughout the country.

The Emigration on the whole has been very satisfactory.

The extent of applications for assistance has been less than last season, in comparison with the number of arrivals, the only persons requiring relief have been women and children, who have come out to join their relations.

No. 4.

From the 4th to the 20th June.

The Emigrants arrived during the period embraced in this return, have landed in good health, with the exception of those by the "Glenmanna," from Liverpool; 44 deaths occurred among the passengers from measles and diarrhea, and 8 were reported sick on arrival at Grosse Isle.

Sickness has appeared to a greater extent among the Emigrants from Liverpool this season, than from any other port. There were a good many foreigners on board of each of the ships from this port, chiefly Germans and Swedes, and disease has appeared to exist to a greater extent among them than with our own countrymen.

Of the total Emigration from Liverpool, 2190, over 700 were foreigners, which would give the number of foreigners in this return 2974, over half of which are Norwegians, and who, with but few exceptions, proceeded direct to the Western States. 14 Norwegian families (60 persons) by the "Flora" from Christiana, have proceeded to settle in the Eastern Townships, where they have been induced to proceed from the representations received from a few of their countrymen, who settled in Sherbrooke two years since, and where it would appear they have done well, and are held in high estimation by the Inhabitants; four of the families of this season have purchased farms, and the rest of the party are employed on the Railroad.

The English and Scotch Emigrants are respectable farmers and agricultural labourers, and have proceeded to Western Canada.

Of the Irish, 648 were female paupers sent out by the Poor Law Unions; they received 20s. sterling each, on landing here; a few were employed in this City, and a number went to their friends in the United States, fully three-fourths proceeded direct to Western Canada, where they would all meet with immediate employment.

Employment continues most abundant, and daily applications are received from all sections, of the Province, for labourers and mechanics, but which it is impossible to supply.

No. 5.

From 21st June to 3rd July.

The Emigrant ships included in this return have landed their passengers in good health; of the whole number of Emigrants landed 4206, 1802 were foreigners, chiefly Norwegians, 1444 came by vessels direct, and 358 *via* Liverpool. They have proceeded to the Western States.

The Emigrants of this season appear generally in good circumstances, or at least possess sufficient means to enable them to reach their destinations.

I only assist helpless families, of females and children, who have emigrated to join friends, all others disposed, or willing to work, have not only obtained it at once, but their services have been eagerly sought after; common labourers are now receiving from 5s. to 7s. 6d. per day.

No. 6.

From 3rd to 31st July.

Ten thousand five hundred and thirty-seven Emigrants landed at this port during the month of July.

The deaths on the passage were 112, chiefly confined to the Liverpool vessels, and among the foreigners. The deaths on board the vessels from Liverpool were 79. Foreign ships 29, while among the Emigrants from Irish and Scotch ports, there were but 4.

Of the Emigrants from English ports (4602,) 4273 were from Liverpool, of whom there were

Foreigners.....	2504
English.....	722
Irish.....	844
Scotch.....	203
	<hr/>
	4273

The total Foreign Emigration during the month may be stated as follows :

By ships direct.....	2651
“ <i>via</i> Liverpool.....	2504
“ Hull.....	2295
	<hr/>
	5450 Souls.

being over one-half of the arrivals of the month. Fully four-fifths of this class of our Emigration have proceeded to the Public Works in Western Canada, where they have found steady remunerative employment.

The English and Scotch Emigrants were Agriculturalists and Mechanics, many of the latter have come out, under engagement to the Grand Trunk Company. The farmers and farm labourers, all went to Western Canada, Toronto and Hamilton, where they will doubtless prove a valuable addition to the population of that section of the Province, possessing, as many of them do, capital, intelligence and agricultural skill; of the Irish Emigrants a number were pauper females, from the poor law unions, which numbered 833 souls. They received 20s. stg. each adult, and 10s. each child, on landing. The remainder consist of families, chiefly women and children, emigrating to friends, a large number of whom went to the United States, The total Irish Emigrants are classed as follows :—

Male adults.....	618
Females.....	1279
Children.....	619
Cabin.....	12
	<hr/>
	2528

The chief part of the female paupers were directed to Upper Canada, where, notwithstanding the numbers previously sent, they will all do well, as their services are much required and daily applications are received for domestic servants and labourers, from all sections of the Province. The accounts received all agree that the Public Works are retarded; and the farmers are suffering great inconvenience and loss from the scarcity and difficulty of securing labour.

The emigrants by the several vessels in this Return, have all arrived free of complaints, with the exception of some of the Foreign emigrants by the "Crown," from Liverpool, who complained of the treatment received on the passage, but which was afterwards settled by the master paying them *fifty dollars* as compensation.

No. 7.

From 31st July to 31st August.

7132 emigrants landed at this Port during the past month. The deaths on the passage were 46, chiefly children, 26 of which occurred on board of three ships from Liverpool.

Of the total number, 2199 were Foreigners, 1616 of whom came direct, and 589 via Liverpool.

6670 Emigrated voluntarily and 462 were sent out by the Irish Poor Law Unions, and were paid 20s. stg. each adult on landing. One of the girls from Linstowel Union, by the ship "Georgiana," having lost her eye sight, has been taken back to the Union by the master. The conduct of these females has been reported as most exemplary, and they give equally favorable reports of the kindness and attention of the master to them during the passage. A number obtained situations in this City and about Montreal; about 150 went to the United States to join their friends, chiefly to the manufacturing Districts, in the Eastern States, and the remainder were sent forward to Upper Canada, where they were immediately employed at fair wages, from 2 to 3 dollars per month; the remainder of the emigrants from Ireland, are labourers with their families, coming out to join friends in different parts of Canada and the United States.

On board the "Christiana," from Cork, a party of 27 proceeded direct to Boston and New York, having engaged their passages through by this route with Mr. Brennan of Cork, on more favorable terms than they could procure a passage direct.

The migration from Scotland, 1397, consists of respectable farmers and Mechanics; the greater part of them proceeded direct to Western Canada.

Employment continues abundant, and constant applications are made to this Department for labourers and servants, which it is impossible to supply.

Complaints were made by a portion of the passengers by the John Davis, from Liverpool, for irregularity and deficiency in the issue of provisions, during the early part of the voyage. The complaint was heard before the sitting Magistrate, and the master was convicted in a penalty of £5 with costs.

The number of persons assisted from the several ships in this Return, was 1202, viz: 658 adults, 544 children; the adults were nearly all females.

No. 8.

From 31st August to 30th September.

The Emigrants arrived during the month of September, numbering 4556, have all landed in good health, but 26 deaths occurred during their passage, 10 of which were on board the Norwegian ship "Norden" from Christiana.

Among the Emigrants from Ireland, there were 283 females, all from the Limerick Union. They received the usual landing money on arrival here, and with the exception of a few, who had friends in the United States, they were sent forward to Western Canada, in the neighborhood of Cobourg and Port Hope. The following is an extract from a letter from the Mayor of Port Hope, reporting the arrival and disposal of a party of these girls which were sent forward to him, at his request. "On the morning of the fifth instant I received from the agent at Montreal, a list of 54 young women, forwarded by him in compliance with your instructions, and upon enquiry I learn that they had all been landed at this place during the night. I caused the necessary arrangements to be made immediately for providing them with food and shelter, and during the course of the day managed to dispose of 34 of them, in good situations and at fair wages, since that time they have been gradually provided for in a satisfactory manner, with the exception of two, who are labouring under some slight indisposition, and are under medical treatment. I have to return you my thanks for your prompt compliance with my suggestions in sending us these young women, you have conferred a great benefit upon the people of this place, as well as upon the girls themselves; by the course adopted, the former have been released from an inconvenience of a serious and harassing description in the wants of servants, and the latter placed in a position which will give them all a fair state for a living in the new world. I think to-day if I had them, I could have placed twenty more in good situations in the county, as information of the arrival of this party spreads abroad.

"We receive constant applications from parties in want of servants, and who are not aware that they are all disposed of already. It would be advisable if you should have it in your power, to send us between this and the close of the navigation, fifty more, giving me a few days notice previous to their arrival here."

Since the receipt of this note, a further party has been forwarded to the care of His Worship, all of whom have been satisfactorily disposed of.

The Scotch and English Emigrants landed during this month are generally respectable farmers, and agricultural laborers, they have chiefly proceeded to Toronto and Hamilton; a large party of Scotch, by the "John McKenzie," from Greenock, proceeded to join friends at Pembroke, on the Ottawa River.

The Foreigners are mostly Germans, whose destination, with but few exceptions, was the Western States.

Employment continues as heretofore, abundant, and labourers and farm servants are daily enquired for, in almost every section of the Province.

No. 9.

From 30th September to 8th November.

The emigrants arrived during the month of October number 5,868 persons, being an increase upon the corresponding month in 1853 of 4,116 persons.

They generally landed in good health; the total mortality during the passage being but 65; 32 of which occurred on board two vessels, the "Larwig," from Gottenburg, and the "Oregon" from Liverpool. Both these vessels made long passages, the former 90 and the latter 62 days.

The emigrants have come out chiefly to join friends, a large portion of whom had been assisted by their relations in this country.

Among those from Ireland there were 327 female paupers from the Cork, Galway and Rathdrum Unions, and 7 orphans from the Foundling Hospital in Cork. The former received 20s. sterling each adult, and the latter 30s.

The orphan girls I have placed in respectable situations in this city; those from the Unions have proceeded, a few to their friends in the United States, but the greater part have been forwarded to Bytown, Belleville, and Port Hope, where there was every prospect of their meeting with employment. Among the party from the Cork Union 14 were landed at Grosse Isle, suffering from severe attacks of ophthalmia; 2 of the cases it is feared will lose their eye-sight, and they will, consequently, be bonded under the Provincial Passenger Act.

On board the "Enterprise," from Dublin, and the "Oregon," from Liverpool, there was a party of German paupers. In the former vessel 191, in the latter 150; total 106 men, 75 women, and 160 children. These parties were sent out from the village of Amtshorst, in the Duchy of Baden; the expense being made up, one half by the Duchy, and the other by the inhabitants of the village. They received a free passage to this port, and ten guilders each on landing here to meet their immediate necessity.

They are chiefly laborers and a few trades, tailors and shoemakers, but owing to the late period in the season of their arrival there was but little prospect of their procuring suitable employment in this district. They were forwarded up the country; the first party to Bytown and Bay of Quinté; there some influential gentleman had offered to procure them employment; and the party by the "Oregon" were sent to the Public Works near Williamsburg, where they would be ilkely to secure permanent employment during the winter.

This opening has proved very fortunate, as with so many women and children depending on them, and being unacquainted with our language, they would have been exposed to much suffering and hardship during the approaching winter.

Had these parties been sent out here at proper seasons, say in the month of May or June, in place of October, their arrival would have been hailed with satisfaction, and they might have calculated on successfully establishing themselves in such a manner as to have secured their families against the fear of want during the winter.

From appearances, I am disposed to look for a considerable increase in this class of our foreign emigration in future years, and unless they are sent out in proper season it may be found necessary to impose an additional tax on emigrants arriving after a certain date, in order to provide a fund to meet the expenses which the country may be subject to on their account.

The proportion of females and children by the several vessels in this return are unusually large, the women and children being considerably over 2 to 1 of the male adults; the claims on the Department for assistance have, consequently, been heavy.

The Navigation closed on the 1st December.

Q U E B E C :

PRINTED BY LOVELL AND LAMOUREUX,

MOUNTAIN STREET.

RETURN

To an Address from the Legislative Assembly of the 8th instant for copy of all correspondence relative to Letters Patent of *Papier Terrier* of Certain Fiefs and Seigniories.

By Command.

GEO. ET. CARTIER,

Secretary.

Secretary's Office,

Quebec, 19th March, 1855

CROWN LAND'S OFFICE,
QUEBEC, 16th March, 1854.

SIR—I have the honor to enclose, for the Legislative Assembly, Copy, of which a list accompanies, of all the correspondence with this Department, relative to the applications for Letters Patent *de Terrier*, for the Fiefs and Seigniories mentioned in your letter of the 9th instant, with the exception of Lessard, respecting which no application appears of record here, and would beg to remark that though by the address for these documents only those since the first of July last are asked for, still as the mover of that address expressed a desire to have all the papers connected with these cases, the whole have been given; I would also add that all these Patents applied for have been issued except for Vincelotte, and part of Islet, St. Jean.

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

JOSEPH CAUCHON,
Commissioner of Crown Lands.

The Honorable George Etienne Cartier,
Provincial Secretary, Quebec.

List of Documents accompanying Letter from this Department to the Honorable the Provincial Secretary, dated 16th March, 1855, respecting the undermentioned Fiefs and Seigniories.

ST. DENIS & ST. ANNE

Copy	of Letter	of J. T. Taschereau,	15th	October,	1852,
"	of Petition	of Mrs. Dionne,	"	"	"
"	of Petition	of Mrs. Dionne,	"	"	"
"	of Letter	to J. T. Taschereau,	21st	"	"
"	of Report	of Mr. Primrose,	29th	"	"
"	of Letter	to Mr. Taschereau,	"	"	"

ST. ROCH DES AULNETS.

Copy	of Letter of Mr. Taschereau,	13th July, 1853,
"	of Petition of Mrs. Dionne et al,	" " "
"	of Letter to Mr. Taschereau,	25th " "
"	of Report of Mr. Primrose,	29th " "
"	of Letter to Mr. Taschereau,	" " "
"	of Letter to Mr. Taschereau,	2nd August, "

ST. JEAN PORT JOLI, AND LAPOCATTIERE OR ISLE A LA PEAU.

Copy	of Letter of A. Stuart,	3rd December, 1853.
"	of Petition of P. A. De Gaspé et al,	" not dated,"
"	of Letter to Mr. Stuart,	6th December, 1853,
"	of Report of Mr. Primrose,	9th " "
"	of Letter to Mr. Stuart,	10th " "
"	of Letter to Mr. Stuart,	21st February, 1854,

ISLET ST. JEAN AND PART OF ISLET BONSECOURS.

Copy	of Letter of L. Letellier,	3rd December, 1854,
"	of Petition of O. E. Casgrain,	25th November, "
"	of Letter to L. Letellier,	10th December, "
"	of Report of Mr. Primrose,	23rd " "
"	of Letter to Mr. Letellier,	24th " "

QUEBEC, 15th October, 1852.

SIR,—I have the honor herewith to enclose to you two petitions from the widow of the late Honorable Amable Dionne, praying for letters *de Terrier* for the fief St. Denis and the Seigniori of Ste. Anne.

I beg of you to submit them to the consideration of His Excellency the Governor General.

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

(Signed,)

J. THOMAS TASCHEREAU,
Advocate.

The Hon. A. N. Morin,
&c., &c., &c.
Quebec.

(Copy.)

PROVINCE OF CANADA, }
 District of Quebec. }

To His Excellency the Right Honorable James, Earl of Elgin and Kincardine, Knight of the most Ancient and most Noble Order of the Thistle, Governor General of British North America, and Captain General and Governor in Chief in and over the Provinces of Canada, Nova Scotia, New Brunswick, and Prince Edward's Island and Vice-Admiral of the same, &c., &c.

THE PETITION OF MRS. CATHERINE PERRAULT, OF THE PARISH OF STE. ANNE DE LA POCATIERE, WIDOW OF THE LATE HONORABLE AMABLE DIONNE, IN HIS LIFETIME OF THE SAME PLACE,

REPRESENTS TO YOUR EXCELLENCY :

That your Petitioner is proprietor of the one moiety and usufructuary for life of the other moiety of the fief of St. Denis situated in the Parish of Ste. Anne, containing half a league in front by two leagues in depth, bounded in front by the river St. Lawrence and terminating at the end of the said depth, on one side to the south west, by the fifth range of St. Roch *de la Grande Anse*, and to the north-east by part of the Seignioriy of Ste. Anne *de la Pocatière*, and in part by the Township of Ixworth, of which moiety the petitioner is proprietor by her right of community of property with the said late Honorable Amable Dionne, her husband, and usufructuary of the other moiety, in her quality of legatee under the will of her husband the late Honorable Amable Dionne, executed at Ste. Anne before A. Morin and Colleague Notaries, on the 22nd January, 1852:

That in such several capacities the petitioner has upon each and every the lands situated within the limits of the said fief, whether they be held in fief or *en roture*, certain rights of *foi and hommage, quints, relief, cens et rentes, lods et vents, retrait, amendes* and other Seigniorial dues and rights, but that by reason of the want of a regular *papier Terrier*, the above mentioned dues can with difficulty be ascertained and are daily becoming more and more intricate.

Wherefore your petitioner prays Your Excellency to be pleased to grant her, in the name of Her Majesty, Letters Patent of *Terrier* for the said fief St. Denis, addressed to the Honorable the Judges of Her Majesty's Superior Court for Lower Canada.

And your petitioner will ever pray.

(Signed,)

J. THOMAS TASCHEREAU,
 Attorney for petitioner.

Quebec, 25th October, 1852.

[Copy.]

PROVINCE OF CANADA, }
 District of Kamouraska. }

To His Excellency the Right Honorable James Earl of Elgin and Kincardine, Knight of the Most Ancient and Most Noble Order of the Thistle, Governor General of British North America, and Captain General and Commander in Chief in and over the Provinces of Canada, Nova Scotia, New Brunswick and Prince Edward's Island and Vice-Admiral of the same.

THE PETITION OF MRS. CATHERINE PERRAULT, OF THE PARISH OF STE. ANNE DE LA POCATIÈRE, WIDOW OF THE LATE HONORABLE AMABLE DIONNE, IN HIS LIFETIME OF THE SAME PLACE,

REPRESENTS TO YOUR EXCELLENCY :

That Your Petitioner is proprietor of one moiety, and usufructuary during her lifetime of the other moiety of the Seigniory of Ste. Anne de la Pocatière, situated in the District of Kamouraska, containing a league and a half in depth fronting on the River St. Lawrence, and terminating in the rear at the boundary of the Township of Ixworth, bounded on the north-east by the Fief and Seigniory of La Bouteillerie, and on the other side to the north-west by the Fief St. Denis, of which moiety the petitioner is proprietor, in virtue of her right of community of property with the said late Honorable Amable Dionne, her husband, and usufructuary of the other moiety, in her quality of residuary legatee, under the will of her said husband the late, Honorable Amable Dionne, executed at Ste. Anne, before A. Morin and colleague Notaries, on the 22nd January, 1852.

That in virtue of these qualities, the Petitioner has upon each and every the lands situated within the limits of the said Fief, whether they be held in *fief* or *en roture*, certain rights of *foi et hommage*, *quints*, *relief*, *cens et rentes*, *lods et ventes*, *retrait*, *amendes* and other Seigniorial dues and rights, but that on account of the want of a regular *papier Terrier*, the above-mentioned dues can with difficulty be ascertained and are daily becoming more and more intricate.

Wherefore your Petitioner prays Your Excellency to be pleased to grant to her, in the name of Her Majesty, Letters Patent of *Terrier* for the said Seigniory of Ste. Anne de la Pocatière, addressed to the Honorable the Judges of Her Majesty's Superior Court for Lower Canada.

And your Petitioner will ever pray.

(Signed,)

J. THOMAS TASCHEREAU,

Attorney for Petitioner.

Quebec, 15th October, 1852.

CROWN LANDS OFFICE,

QUEBEC, 21st October, 1852.

SIR,—I have the honor to acknowledge the receipt of your letter of the 15th instant, to the Honorable the Provincial Secretary, transmitting two petitions of the widow of Honorable Amable Dionne, praying for Letters Patent of *Terrier* for the Fief of St. Denis and Seigniory of Ste. Anne de la Pocatière, and

to inform you that they have been referred to the Honorable Mr. Primrose, in order that that gentleman may furnish his usual report as to the titles and rights which may be due to the Crown, and to beg of you to communicate with that gentleman as to the two petitions.

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

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

J. Thomas Taschereau, Esq.,
Advocate,
Quebec.

[Copy.]

QUEBEC, 29th October, 1852.

SIR,—I have the honor, in obedience to the order of reference of His Excellency the Governor General, bearing date the 27th instant, and made upon two petitions of Dame Catherine Perrault, widow of the late Honorable Amable Dionne, deceased, praying that Letters *de terrier* may issue in her favor in the accustomed manner, for the Fief of St. Denis and the Seigniorship of Ste. Anne de la Pocatière, situated in the District of Kamouraska, to report to you for the information of His Excellency, that having examined the titles produced by the petitioner, I am humbly of opinion that they are perfectly satisfactory, all dues accrued thereon to the Crown, due personally by the said late Honorable Amable Dionne having been duly paid and satisfied, and the only arrears due by his predecessors being the sum of thirty pounds currency, for *droit de quint*, accrued by purchase made by the Hon. Mr. Justice Aylwin, of the undivided eighth of the Fief St. Denis, since sold by him to the late Mr. Dionne. There is no other impediment to the granting of the prayer of both petitions, and I would respectfully submit that this circumstance should not in the present instance delay the issuing of the Letters Patent for St. Denis, inasmuch as the sum is very small and fully secured upon the property, and will most probably be very shortly paid, as I have applied to Mr. Justice Aylwin on the subject, added to which, I understand from Mr. Taschereau, the Petitioner's Agent, that it is of importance to her that they should be forthwith issued in order to be *enterinés* by order of the Court now sitting at Kamouraska.

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

(Signed,) **F. H. PRIMROSE,**
I. G. Q. D.

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

N.B.—The eleven enclosures are returned, together with the will of the late Hon. Mr. Dionne, furnished by Mr. Taschereau.

CROWN LANDS OFFICE,
 QUEBEC, 29th October, 1852.

SIR,—In relation to the petition of Mrs. Widow Amable Dionne praying for the issuing of Letters Patent of *papier terrier* for the Fief St. Denis, I have the honor to inform you, that the Honorable Mr. Primrose has reported to the Department that there is a sum of thirty pounds due to the Crown as *quint* upon the acquisition of the undivided eighth of that Fief, by the Honorable Mr. Aylwin, who subsequently sold his undivided eighth to the late Honorable Mr. Dionne; and I must add that it is the custom when Letters of *papier terrier* for a Fief or a Seigniorie are asked for, to exact the payment of all arrears due thereon before submitting them to the consideration of the Law Officers of the Crown; nevertheless, seeing the importance which Mrs. Dionne attaches to the issuing of the Letters Patent in time to have them confirmed by the Superior Court at Kamouraska which is said to be now sitting, I will immediately send this petition as well as that for the Seigniorie of Ste. Anne de la Pocatière to the Honorable the Attorney General, to have the drafts of the Letters Patent prepared. They will in no case, however, be issued until the sum of thirty pounds mentioned above shall have been paid. In the meantime you can see that payment be made by those concerned.

You will have to pay forthwith, the customary fees, upon the letters being sent to the Attorney General to have the titles examined, viz.: eleven pounds thirteen shillings and four pence. When the order shall have been given to engross the drafts of the Letters Patent, you will have to pay to the office of the Provincial Secretary, the sum of six pounds ten shillings currency as fees upon the two patents.

I have the honor to be,

Sir,

Your obedient servant,

(Signed)

FELIX FORTIER,

for the Commissioner of Crown Lands.

J. Thomas Taschereau, Esq.,
 Advocate, Quebec.

(Copy.)

QUEBEC, 13th July, 1853.

SIR,—I have the honor to enclose to you herewith a petition in the name of Mrs. Dionne et al, to His Excellency the Governor General, praying for letters *de terrier* for the Fief and Seigniorie of St. Roch des Aulnets.

I beg that you will have the goodness to lay them before His Excellency.

I have the honor to be,

&c., &c.,

(Signed,)

J. THOMAS TASCHEREAU.

The Hon. A. N. Morin,
 Civil Secretary,
 &c., &c., &c.

To His Excellency the Right Honorable James, Earl of Elgin and Kincardine, Knight of the most Ancient and most Noble Order of the Thistle, Governor General of British North America, &c., &c., &c.

The Petition of Mrs. Catherine Perrault, of the Parish of Ste. Anne de la Pocatiere, Widow of the late Honorable Amable Dionne, in his lifetime Seigneur of the Fief and Seignior of St. Roch, otherwise called *Grand Anse* in the District of Quebec, and of Paschal Amable Dionne, of the Parish of St. Roch Des Aulnets, Esquire, Advocate.

REPRESENTS TO YOUR EXCELLENCY :

That your petitioners are Seigniors and proprietors in common *par indivis* of the said fief and Seignior of St. Roch otherwise called *Grande Anse*, situated in the District of Quebec, and in that capacity possess over all the lands situated in the said fief and Seignior, and holden either *en fief* or *en roture* the customary rights of fealty, homage, *quint*, *relief*, *cens et rentes*, *lods et ventes*, *saisine*, fines and other feudal and Seigniorial *droits*, but that for want of a *terrier*, your petitioners are in danger of losing their rights.

Wherefore your petitioners pray that Your Excellency will be pleased to grant to them in the name of Her Majesty the Queen letters of *terrier* for the said Fief and Seignior, for the purpose of fixing and ascertaining the rights of your petitioners, addressed to the Honorable the Judges of Her Majesty's Superior Court for Lower Canada, sitting at Quebec.

And your petitioners will ever pray.

(Signed,)

J. THOMAS TASCHEREAU,

Attorney for Petitioners.

Quebec, 13th July, 1853.

(Copy.)

CROWN LANDS OFFICE,

QUEBEC, 25th July, 1853.

SIR,—I have the honor to acknowledge the receipt of your letter of the 13th instant, addressed to the Honorable the Secretary of the Province, and transferred to this Department, transmitting a petition of Mrs. Catherine Perrault, widow of the late Honorable Amable Dionne, et al, for letters patent *de terrier* for the fief and Seignior of St. Roch, with copy of a deed of donation, a will and two deeds of sale, and beg to inform you that the application has been referred for report, (with the papers received therewith,) to the Honorable Mr. Primrose, Inspector General of Her Majesty's Domain, with whom you will please place yourself in communication.

I have the honor to be,

Sir,

Your obedient servant,

(Signed,)

FELIX FORTIER,

for the Commissioner of Crown Lands.

J. Thomas Taschereau, Esquire,

Advocate,

Quebec.

(Copy.)

QUEBEC, 29th July, 1853.

SIR,—In obedience to the order of reference of His Excellency the Governor General, bearing date the 25th instant, made upon the petition of Dame Catherine Perrault, of the Parish of St. Anne de la Pocutière, widow of the late Honorable Amable Dionne, in his lifetime Seigneur of the fief and Seignior of St. Roch, otherwise called *Grande Anse*, in the District of Quebec, and of Paschal Amable Dionne, Esquire, Advocate, of the Parish of St. Roch *des Aulnets*, the said petitioners being Seigniors in possession of the said Fief and Seignior, praying for the issue of Letters Patent *de Terrier* in their favor for the said Seignior, I have the honor to report to you for the information of His Excellency, that I have examined the titles accompanying the said petition which are perfectly satisfactory; that all dues accrued to the Crown in respect thereof, were duly paid by the said late Honorable Amable Dionne, in his lifetime; and that I am of opinion no legal impediment exists to the granting of the prayer of the said petition.

I have the honor to be,

Sir,

Your obedient and very humble servt.

(Signed,

F. W. FRIMROSE,

I. G. D. R. and G. P. T.

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

(Copy)

CROWN LANDS OFFICE, QUEBEC, 29th July, 1855.

SIR,—I beg to inform you that this Department has received Mr. Primrose's Report upon the application of Mrs. Dionne et al, for Letters *de Terrier* for the Fief St. Roch, and that the papers have this day been forwarded to the Honorable the Attorney General East, for report upon the Petition, for which a fee of £5 16s. 8d is payable.

I have the honor to be, Sir,

Your obedient servant,

(Signed,)

FELIX FORTIER,

for the Commissioner of Crown Lands.

J. Thomas Taschereau, Esquire,
Advocate,
Quebec.

(Copy.)

CROWN LAND'S OFFICE, QUEBEC, 2nd August, 1855.

SIR,—A Draft has this day been forwarded to the Provincial Secretary's Office, to engross Letters Patent *de Terrier* for the Fief and Seignior of St. Roch des Aulnets, in favor of Mrs. Widow Amable Dionne, et al, for which a fee is there payable.

I have the honor to be, Sir,

Your obedient servant,

(Signed,)

FELIX FORTIER,

for the Commissioner of Crown Lands.

J. Thomas Taschereau, Esquire,
Advocate,
Quebec.

(Copy.)

QUEBEC, 3rd December, 1853.

SIR,—I have the honor to endorse the Petition of Mr. DeGaspé and others, to His Excellency, praying that Letters Patent may issue, authorising them as seigniors of St. Jean Port Joli and Lapocatière, to make a land roll or *Papier Terrier*. May I request that it may be brought before His Excellency without delay, as the Court is now sitting, and their registration could be obtained during the present term.

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

(Signed,) A. STUART.

The Hon. P. J. O. Chauveau,
Provincial Secretary,
&c., &c., &c.

(Copy.)

To His Excellency Lieutenant General William Rowan, C. B., Administrator of the Government of the Province of Canada, and Commander of Her Majesty's Forces therein, &c., &c., &c.

The Petition of Philippe Aubert DeGaspé, Esquire, Advocate, of the City of Quebec, in the County and District of Quebec, Thomas Gervais Aubert DeGaspé, of Sault Saint Louis, in the District of Montreal, Esquire, Constant Macomber, of Sault Saint Louis aforesaid, Esquire, and Dame Catherine Louise Aubert DeGaspé, his wife, Antoine Desparois, of the Parish of St. Joachim de Chateauguay, in the District of Montreal aforesaid, Esquire, and Dame Marie Louise Aubert DeGaspé, his wife, Louis Desparois, of the Parish of St. Joachim de Chateauguay aforesaid, Notary Public, and Dame Marguerite Aubert DeGaspé, his wife, and Gédéon Desparois, of the said last mentioned Parish, Esquire, and Dame Olive Aubert DeGaspé, his wife,

HUMBLY SHEWETH :

That your Petitioners are seized and possessed as seigniors of and in two certain Fiefs and Seigniories respectively called and known as " St. Jean Port Joli," and " Lapocatière," adjoining each other, situate in the District of Quebec, namely, the said Philippe Aubert DeGaspé, as Seignior *en usufruit* of five undivided sixths of and in the said two Fiefs and Seigniories ; and your other Petitioners as absolute owners of and in the remaining undivided sixth. That your Petitioners are legally vested with, and entitled to divers feudal and Seigniorial rights, services, dues, and duties secured, due, owing and payable upon, from and out of the said fiefs and seigniories by the vassals, tenants, censitaires, and occupiers of lands therein, and among them to *Cens et Rentés, Lods et Ventés*, and other rights, dues, and duties in respect of which they are liable to sustain loss, diminution, and injury for want of a land roll, Terrar or *Papier Terrier* of and for the said two Fiefs and Seigniories.

Wherefore your Petitioners humbly pray that your Excellency may be graciously pleased to grant to your Petitioners the Letters Patent necessary in this behalf to authorize your Petitioners to make a land roll, *Terrar* or *Papier Terrier* for the said two seigniories.

And, as in duty bound, your Petitioners will ever pray.

(Signed,) PH. A. DeGASPE,
for himself, and the other Petitioners above mentioned.

(Copy)

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

SIR,—Your letter of the 3rd instant, enclosing a petition from A. DeGaspé, Esquire, and others, for Letters Patent *de Terrier*, has been duly received.

The Petition has been referred in the usual course to the Inspector General of the Queen's Domain, the Honorable Mr. Primrose, to whom you will please furnish the requisite documents and title deeds.

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

(Signed) FELIX FORTIER.
for the Commissioner of Crown Lands.

A. Stuart, Esquire, Quebec.

(Copy.)

QUEBEC, 9th December, 1853.

SIR,—In obedience to the order of reference of His Excellency the Administrator of the Government, bearing date the 5th instant, and made upon the petition of Philippe Aubert DeGaspé, Esquire, Advocate, of Quebec, Thomas Gervais Aubert DeGaspé, of Sault St. Louis, in the District of Montreal, Esquire, Constant Macomber, of Sault St. Louis, aforesaid, Esquire, and Dame Catherine Louise Aubert DeGaspé, his wife, Antoine Desparois of the Parish of St. Joachim de Chateauguay, in the District of Montreal, aforesaid, Esquire, and Dame Marie Louise Aubert DeGaspé, his wife, Louis Desparois, of the Parish of St. Joachim de Chateauguay, aforesaid, Notary Public, and Dame Marguerite Aubert DeGaspé, his wife, and Gideon Desparois of the said last mentioned Parish, Esquire, and Dame Olive Aubert DeGaspé, his wife, praying that Letters *de Terrier* do issue in their favor for the purpose of forming a *Papier Terrier* or *Terrier* of the Fiefs and Seignories respectively called and known as St. Jean Port Joli, and Lapocatière, adjoining each other, situated in the District of Quebec, of which the said Philippe Aubert de Gaspé, is Seigneur in possession *en usufruit* or five undivided sixths therein, and the other Petitioners are absolute owners of the other undivided sixth therein, I have the honor to report to you, for the consideration of His Excellency, that I have examined the titles produced by the Petitioners, which are perfectly satisfactory, and that all dues accrued to the Crown in respect thereof, have been fully paid and satisfied. I would remark that the name "Lapocatière" given in this Petition to the second *Fief* therein mentioned, although it appears to have been used in some of the documents produced, is not the one by which it has been usually designated; "Isle à la Peau" being the name by which it has generally been known and which has been used in several Acts of fealty in describing it. I have mentioned this circumstance as "Lapocatière" is the name by which the Seignory of St. Anne, lower down the river, is designated, and some confusion might arise in applying this name to the Fief called Isle à la Peau."

I have therefore to report to His Excellency, that I am humbly of opinion that there does not exist any impediment to the granting the prayer of the said Petition.

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

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

To the Honorable

The Commissioner of Crown Lands, &c., &c., &c.

(Copy)

CROWN LANDS OFFICE,
 QUEBEC, 10th December, 1853.

SIR,—I have the honor to inform you that Mr. Primrose has furnished the Department with his report on the Petition enclosed in your letter of the 3rd instant, of P. A. DeGaspé, *et al*, for Letters *de Terrier* and that the papers have this day been referred to the Honorable the Attorney General East, for his report, upon which there will be payable a fee, and to whom you will have to furnish the title deeds to the property.

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

(Signed)

A. N. MORIN.
 Commissioner of Crown Lands.

Andrew Stuart, Esquire,
 Attorney at Law,
 Quebec.

(Copy.)

CROWN LANDS OFFICE,
 QUEBEC, 21st February, 1855.

SIR,—The Attorney General's drafts of Letters Patent *de Terrier* for St. Jean Port Joli, and Isle a la Peau, have this day been received and forwarded to the Honorable the Provincial Secretary for engrossing the same, to whom there is payable a fee.

The papers filed with the application can be had at this office.

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

(Signed,)

FELIX FORTIER,
 for the Commissioner of Crown Lands.

Andrew Stuart, Esq.,
 Advocate, Quebec.

RIVER OUELLE, 3rd December, 1853.

SIR,—I have the honor to request that you will submit to the consideration of His Excellency the Administrator of the Government, the Petition of Wm. Casgrain, Seigneur of L'Islet, praying that Letters of *Terrier* may be granted to him for the Fiefs and Seigniories of L'Islet, St. Jean, and L'Islet de Bonsecours. The said Petition will reach you by the Mail which carries this.

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

(Signed,)

L. LETELLIER.

Hon. P. J. O. Chauveau,
 Provincial Secretary.

PROVINCE OF CANADA, }
 District of Quebec. }

To His Excellency William Rowan, Esquire, Administrator of the Government of the Province of Canada, Lieutenant General and Commander of the Forces, &c., &c.

The Petition of Olivier Eugene Casgrain, of the Parish of Notre Dame Bonsecours de L'Islet, in the County of L'Islet, Esquire, Seigneur and Justice of the Peace.

HUMBLY SHEWETH :

1. That he is proprietor and in possession of I. The Fief and Seigniority of L'Islet of Bonsecours, situated in the said County, containing about a league and a half in front by two leagues in depth; bounded in front by the River St. Lawrence, in rear, towards the south, by the extremity of the said depth; on the south-west by the Fief and Seigniority Vincelette, and on the north-east by the Fief originally granted to Dlle. Gèneviève Couillard. 2. Thirty arpents in front by two leagues in depth, in the Fief and Seigniority of L'Islet St. Jean, situated in the Parish aforesaid; the said Fief and Seigniority last mentioned having been conceded by the Comte de Frontenac (17th May, 1677), to Dlle. Gèneviève Couillard, and forming in the whole, a league in front on the River St. Lawrence, by two leagues in depth, together with an Island in the said River lying opposite to the said league in front.

2. That the said thirty-two arpents front by two leagues in depth, in the Fief and Seigniority of L'Islet St. Jean are contiguous to the Fief and Seigniority of L'Islet de Bonsecours, and that your Petitioner has always possessed and enjoyed the same, conjointly for several years, with all the rights of property, and that they belong to him by virtue of a Codicil to the Will of the late Pierre Casgrain, his father, received by W. P. Garon, Notary, and witnesses, at River Ouelle, on the sixth of September, one thousand eight hundred and twenty-seven.

That the said tracts of Fief and Seigniority, and part of a Fief and Seigniority, are held by several cultivators and occupiers, à titre de cens, rentes and other Seigniorial rights.

That the last *Terrier* of the said Fief and Seigniority and part of a Fief and Seigniority, was made more than thirty years ago, and that the multiplicity of mutation by inheritance render it insufficient for the preservation and recovery of the Seigniorial dues belonging to your Petitioner, and that it has therefore become necessary to proceed to make a new *Papier Terrier*.

Wherefore, your Petitioner prays that your Excellency will be pleased to grant to him, in the name of Our Sovereign Lady the Queen, Letters Patent de *Terrier*, under the Great Seal of this Province, addressed to the Honorable the Judges of the Superior Court for the late Province of Lower Canada, enjoining them to act in their proceedings with due regard to the rights of your humble Petitioner, to him assured, both by virtue of his titles of property and possession of the said Fief and Seigniority and part of a Fief and Seigniority, and also, by virtue of the rights acquired by the Seigniors, his predecessors, under the Letters Patent issued at the time of the concession of the said Fiefs and Seigniorities.

And your Petitioner will ever pray.

(Signed,)

O. E. CASGRAIN.

Islet, 25th November, 1853.

DEPARTMENT OF CROWN LANDS,
 QUEBEC, 10th December, 1853.

SIR,—I have the honor to acknowledge the receipt of your letter of the 3rd instant, with a Petition from the Seigneur of the Islets St. Jean and Bonsecours, praying for the issue of Letters Patent *de Terrier*, which have been forwarded, with the accompanying documents, to the Inspector General of Her Majesty's Domain, for his report thereon.

You will, therefore, put yourself in communication with him.

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

(Signed,) A. N. MORIN,
 Commissioner of Crown Lands.

Luc Letellier, Esq.,
 Notary Public, River Ouelle.

QUEBEC, 23rd December, 1853.

SIR,—In obedience to the Order of reference of His Excellency the Administrator of the Government, bearing date the 10th instant, and made upon the Petition of Olivier Eugene Casgrain, of the Parish of Notre Dame Bonsecours de l'Islet, Esquire, praying that Letters *de Terrier* do issue in his favour, in the usual form, for the Fief and Seigniory of l'Islet de Bonsecours, situated in the County of l'Islet and District of Quebec, containing one league and a half in front by two leagues in depth, as also for thirty-two arpents in front by two leagues in depth, forming part of the Seigniory of L'Islet St. Jean, situated in the same Parish and adjoining to the said Seigniory of L'Islet de Bonsecours, of which said Seigniory and part of a Seigniory the said Petitioner is proprietor in possession, I have the honor to report to you, for the information of His Excellency, that I have examined the titles produced by the Petitioner, which are perfectly satisfactory, and that I am humbly of opinion that there does not exist any impediment to the granting the prayer of the said Petition, all dues accrued to the Crown in respect to the said Seigniory having been duly paid and satisfied.

I have the honor to be, Sir,
 Your obdt. and very humble servt.,

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

To the Honorable,
 the Commissioner of Crown Lands.

DEPARTMENT OF CROWN LANDS,
 QUEBEC, 24th December, 1853.

SIR,—I have the honor to inform you that the Report of Mr. Primrose, relative to the application for Letters *de Terrier* for L'Islet St. Jean, has been received, and that the papers are now before the Honorable the Attorney General for Lower Canada, for his report, to whom you will have to pay the customary fees.

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

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

Luc Letillier, Esq., Notary,
 River Ouelle.

QUEBEC, 23rd July, 1854.

Sir,—We have the honor to inform you as well on behalf of O. E. Casgrain, Esquire, praying for Letters *de Terrier*, by his Petition now before you, as in the name of L. Letillier, his agent, that he limits the prayer of his Petition to the grant of Letters *de Terrier*, for the Fief L'Islet de Bonsecours only.

We have the honor to be, sir,
Your very humble servants,

(Signed) CHAUVEAU & CASGRAIN,
Advocates.

Hon. Lewis T. Drummond,
Attorney General East.

(Copy,)

CROWN LANDS OFFICE,
QUEBEC, 4th July, 1854.

Sir,—I have the honor to inform you that the Attorney General's draft of Letters *de Terrier* for the Fief and Seigniorship of L'Islet de Bonsecours has been received, and referred to the Honorable the Provincial Secretary, for Engrossment, upon payment of the usual fee.

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

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

Olivier Eugene Casgrain, Esquire,
Care of Messrs. Chauveau and Casgrain,
Advocates, Quebec.

QUEBEC, 1st March, 1855.

Hon. Joseph Cauchon,
Commissioner of Crown Lands.

Sir,—In July or August, 1854, Mr. O. E. Casgrain, Seignior of a part of the Seigniorship of L'Islet Bonsecours and L'Islet St. Jean, obtained a Patent giving him the right to require new titles from his *censitaires* for a new *Terrier* . It appears that, for some reason or other, his patent gives him the right to require new titles from his *censitaires* only in L'Islet Bonsecours. I am informed that he is desirous that his patent should be amended so as to give him the same right with respect to L'Islet St. Jean. Now, this is to request that he may be denied this new right. His Notary has already induced the *censitaires* of L'Islet Bonsecours to take out, nearly all of them, new titles since the passing of the Seigniorial Act of 1854, obliging the *censitaires* to pay from 12s. 6d. to 25s. and 30s. without any necessity, the Commissioners being bound to do such work over again to make their cadastre, as they will fear, and rightly, to rely on new titles in which the charges on the *censitaires* are most commonly higher than they were in the original title.

Wherefore, I venture to request, in the name of the *censitaires* of the Seigniorship of L'Islet St. Jean, that you will not grant a new Patent for this part of the Seigniorship, and if it is in the power of the Government, that you will prevent Seigniors who had not made their *Terrier* before the above-cited Act from further

proceeding, unless at their own cost and charge, and I request that you will issue such an injunction to the Seigniors.

By this proceeding you will increase the grateful feeling of the *censitaires* towards the Government, without committing any injustice, and also that which is felt by, Sir,

Your most obedient servant,

(Signed,)

C. J. FOURNIER,
M. P. P. for l'Islet.

DEPARTMENT OF CROWN LANDS,
QUEBEC, 6th March, 1855.

SIR,—I have the honor to acknowledge the receipt of your letter of 1st inst., and I have to inform you in reply that the Department will not fail to invite the attention of the Honorable the Attorney General East to its contents, if Mr. Casgrain who obtained Letters Patent for a *Terrier* of the Seigniorship of l'Islet Bonsecours should apply for new Letters Patent *de Terrier* comprising the Seigniorship of l'Islet de Bonsecours together with that of l'Islet St. Jean.

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

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

C. J. Fournier, Esq., M. P. P.,
Quebec.

RIVER OUELLE, 1st December, 1853.

SIR,—I have the honor to transmit to you the Petition of J. O. Beaubien, Esquire, and others, which I request that you will lay before His Excellency the Administrator of the Government of this Province, in order that they may obtain Letters de Terrier as Seigniors of the Seigniorship of Vincelotte.

I have the honor to be, with high respect,
Sir,

Your most obedient servant,

(Signed,) LUC LETELLIER.

Hon. P. J. O. Chauveau,
Provincial Secretary,
Quebec.

PROVINCE OF CANADA, }
DISTRICT OF QUEBEC. }

To His Excellency William Rowan, Esquire, C. B., Administrator of the Government of the Province of Canada, Lieutenant General and Commander of the Forces, &c.

The Humble Petition of Joseph Octave Beaubien, of the Parish of St. Thomas, Esquire, Physician, and Dlle. Catherine Elizabeth Aglae Chenet, his wife, and Louis Amable Beaubien, of the Parish of Cap St. Ignace, Esquire, Notary, and Dlle. Louise Euphemie Emma Chenet, his wife,

SHEWETH :

1. That they are in possession of the Fief and Seigniority of Vincelotte, and of the augmentation thereto, in the said District of Quebec, comprising one league in front on the River St. Lawrence from Cap St. Ignace, inclusive thereof, by three leagues in depth, and are proprietors thereof.

2. That the said Fief and Seigniority and the said augmentation thereto, belong to them in full property, having devolved on the said Dlls. Chenet as heirs of succession *ab intestat* of the late Gabriel Chenet, Esquire, their father, in his life-time Seignior of the said Fief and Seigniority, and of the said augmentation, and of the late Dame Catherine Hermine Boisseau, their mother.

3. That the said Land in the Fief and Seigniority and augmentation aforesaid is occupied by several cultivators and tenants *a titre de cens, rentes*, and other Seigniorial rights.

4. That the last *Terrier* of the said Fief and Seigniority and of the augmentation thereto, was made more than thirty years ago ; and that, in consequence of the multiplicity of changes of property by inheritance, &c., it has become useless for the preservation and recovery of the Seigniorial *droits* due to your Petitioners, and that it has become necessary to take steps to make a new *Papier Terrier*.

Wherefore your Petitioners humbly pray that Your Excellency will be pleased to grant to them, in the name of Her Majesty Our Sovereign Lady the Queen, Letters Patent of *Terrier*, under the Great Seal of this Province, addressed to the Honorable the Judges of the Superior Court of the late Province of Lower Canada, enjoining them to act in their proceedings with due regard to the assured rights of your humble Petitioners, to them assured both by virtue of their titles of property and possession of the said Fief and Seigniority, and also, by virtue of the rights acquired by the Seigniors, their predecessors, under the Letters Patent issued at the time of the concession of the said Fief and Seigniority and of the augmentation thereto.

And your Petitioners will ever pray.

(Signed,) J. O. BEAUBIEN,
“ C. AGLAE CHENET BEAUBIEN,
“ L. EMMA CHENET BEAUBIEN,
“ L. A. BEAUBIEN.

St. Thomas, 25th Nov., 1853.

DEPARTMENT OF CROWN LANDS,
QUEBEC, 6th December, 1853.

SIR,—Your letter of 1st instant accompanying the Petition of the Seigniors of the Fief Vincelotte and its augmentation was received at this office yesterday, and has been forwarded to the Inspector General of the Queen's domain, the

Hon. Mr. Primrose, together with the eight documents transmitted by you, in order that he may make the report customary on such application.

Be pleased to place yourself in communication with that gentleman, with reference to that Petition.

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

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

Luc Letellier, Esq., Notary,
River Ouelle.

QUEBEC, 26th September, 1854.

SIR,—In obedience to the order of reference of His Excellency the Administrator, bearing date the 6th of November last, and made upon the Petition of Joseph Octave Beaubien, of the Parish of St. Thomas, Esquire, Physiciah, and Dame Catherine Elizabeth Aglae Chenet, his wife, and of Louis Amable Beaubien, of the Parish of Cap St. Ignace, Esquire, Notary, and Dame Louis Euphemie Emma Chenet, his wife, praying that Letters *de Terrier* in the usual form may issue in their favor for the formation of a *Papier Terrier* of the Fief and Seigniorie of Vincelotte and its augmentation situated in the District of Quebec, extending one league in front upon the River St. Lawrence, to be taken from the Cap St. Ignace, the same included, by three leagues in depth, of which they are the proprietors in possession. I have the honor to report to you for the information of His Excellency the Governor General, that I have examined the titles produced by the Petitioners, which are perfectly satisfactory; that all dues accrued to the Crown in respect thereof have been duly paid and satisfied; and that I am humbly of opinion that there does not exist any impediment to the granting the prayer of the said petition.

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

(Signed,) F. W. PRIMROSE,
I. G. D. K. & G. P. T.

To the Honorable the
Commissioner of Crown Lands.

DEPARTMENT OF CROWN LANDS,
QUEBEC, 26th September, 1854.

SIR,—I have the honor to inform you that Mr. Primrose has transmitted to this Department a Report on the Petition presented by you in the name of Dr. J. O. Beaubien and others, praying for letters *de terrier* for the Seigniorie of Vincelotte and its augmentation, and that I have forwarded the papers to the Honorable Mr. Drummond, the Attorney General, to whom you will have to submit the titles of your clients to the Seigniorie in question.

Be pleased to place yourself in communication with that gentleman, to whom you will have to pay the customary fee of £5 16s. 8d.

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

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

Luc Letellier, Esquire, N. P.,
River Ouelle.

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, to His Excellency the Governor General, dated the 4th December last, praying His Excellency to cause to be laid before the House, "a Copy of all Documents and Correspondence between the Post Office authorities and others, respecting the Site lately purchased for a Post Office in the City of Hamilton."

By Command.

GEO. E. CARTIER,

Secretary.

SECRETARY'S OFFICE,

Quebec, 19th March, 1855.

(Copy.)

HAMILTON, 11th July, 1853.

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,

(Signed,) ISAAC BUCHANAN.

The Honorable JAMES MORRIS.

(Copy.)

POST OFFICE DEPARTMENT.

Quebec, 11th July, 1853.

Sir,—With reference to your offer of the Lot of Land, eighty-one feet front by one hundred and fifty-six feet six inches in depth, adjoining your present residence, for the sum of Two thousand pounds, currency, I have to inform you that I accept your proposition, and you will please have the necessary Deed of Transfer, &c., executed as soon as possible. The Deed must be drawn up in favor of Her Majesty.

I am, Sir,

(Signed,) J. MORRIS,
Postmaster General.EDMUND RITCHIE, Esquire,
Postmaster, Hamilton.

(Copy.)

HAMILTON, 12th July, 1853.

Dear Sir,—On Saturday morning, I completed my arrangement with Mr. D. B. Ford, for the purchase of the property on which I reside, and telegraphed Mr. Freer to inform you thereof.

Since my return, I have sold the whole to Mr. Isaac Buchanan, with the exception of the portion under offer to you for the Department.

Mr. Buchanan has also purchased the corner Lot adjoining the portion alluded to, and with a view of having his block entire on which he intends erecting premises to carry on his business, he has written you to ask if you would agree to place the Office on the other corner of the property, he arranging with me for the difference in value. You will observe that this latter site is still more eligible than the one already spoken of as the buildings will front directly on the street, running past the City Hotel towards Sir Allan MacNab's residence, and on entering the City from that quarter, it will present a very imposing appearance. You will perhaps better understand the position when I state the commencement of this Lot is at the entrance gate and takes the whole of the House; it is exactly the same size, and I would recommend the exchange which Mr. Buchanan proposes; at the same time, it is proper for me to state that it can in no way interfere with my sale to Mr. Buchanan, which is absolute.

I remain, &c.,

(Signed,) EDMUND RITCHIE.

The Honorable JAMES MORRIS,
Postmaster General, Quebec.

(Copy.)

HAMILTON, 18th July, 1853.

Dear Sir,—I duly received your letter of 11th inst., accepting my offer of Lot for Post Office in this City, for the sum of Two thousand pounds, currency, and subsequently your Telegraph message to the effect that you would exchange the

purchase for southern half of the property, and which I consider the more advantageous portion. I will lose no time in having the Deed prepared. The 20th of this month is the day fixed for the completion of my arrangement with Mr. Ford, and in case of anything occurring to prevent his coming here or to cause delay, I have deposited to his credit in Bank here, Two thousand pounds, currency, the amount to be paid down, and by this morning's post sent him certificate of same.

I am, &c.,

(Signed,) EDMUND RITCHIE.

The Honorable JAMES MORRIS,
Postmaster General, Brockville.

(Copy.)

HAMILTON, 25th July, 1853.

Dear Sir,—Mr. D. B. Ford writes that he takes his family to the sea-side, and then returns by Hamilton to complete his arrangement with me. I have since heard that he left Brockville on 21st inst., so that I look for him in two or three days.

Will you please inform me if you intend to proceed with the new Building this season, as in that case, Mr. Buchanan must commence pulling down the house immediately, and I must look out for another residence.

I am, &c.,

(Signed,) EDMUND RITCHIE.

The Honorable JAMES MORRIS,
Postmaster General, Brockville.

(Copy.)

POST OFFICE DEPARTMENT.

Quebec, 20th September, 1853.

Sir,—I am directed to transmit the enclosed Deed and Registrar's Certificate of Title for the Lot required as a site for the Hamilton Post Office, on which payment remains to be made of Two thousand pounds to Mr. E. Ritchie, the party from whom the Land was bought.

I beg to add that Mr. Ritchie solicits prompt payment as the price was understood to be cash.

I have, &c., &c.,

(Signed,) W. H. GRIFFIN,
Secretary.

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

(Copy.)

HAMILTON POST OFFICE, 18th December, 1853.

Dear Sir,—I have not until now been able to write you on the subject of the piece of Ground you authorized me to purchase, adjoining the Post Office Lot; and I regret to state that I find it very doubtful if a good title can be had, and in consequence think the purchase must be abandoned.

Mr. Buchanan will let us have from 38 to 40 feet of his Lot adjoining the rear of the Post Office Lot, and opening on the Street which will answer the purpose required, and for about the same amount of money. This Lot will not be as wide as the other, but it is near three times as deep, and Government will own from street to street. I recommend your authorizing me to purchase it as soon as possible, while it is to be got, and more especially as Mr. Cumberland writes me he cannot proceed with the plan until the exact extent of ground is known.

Please write me by return post.

Yours, &c., &c.,

(Signed,) EDMUND RITCHIE.

Honorable M. CAMERON,
&c., &c., &c.

(Copy.)

POST OFFICE DEPARTMENT,

Quebec, 28th December, 1853.

Sir,—Under the circumstances described by you in your letter of the 18th inst., the Postmaster General concurs with you in the opinion that it will be better to acquire the Lot offered by Mr. Buchanan, in rear of the Hamilton Post Office Lot as an addition to it, and you are authorized to conclude the purchase accordingly, it being understood that the Buchanan Lot will measure 40 feet wide through to Hughson Street, and that the price will be substantially the same as for the Rebecca Street Lot.

To save time you were telegraphed to the above effect under this day's date.

I am, &c., &c.,

(Signed,) W. H. GRIFFIN,
Secretary.

E. RITCHIE, Esquire,
Postmaster, Hamilton.

(Copy.)

POST OFFICE,

Hamilton, 20th June, 1854.

Sir,—I now beg to transmit the Deed from Mr. Buchanan to Her Majesty, of the forty feet of Land on Hughson Street, purchased to complete the Post Office Site. On the whole property when sold by me to Messrs. Buchanan, Harris & Co., there were certain Mortgages, of which one remains unpaid for Four hundred and fifty pounds, due 1st November next, and the money for this portion for which the Deed is now sent is to be applied in liquidation thereof.

I have also to mention there is still due to Mr. Ford, of Brockville, a portion of the purchase money from Messrs. Buchanan & Co., which I will mention below. You will observe, however, that the Covenant of Mr. Buchanan covers this as an Act of his which the former Mortgage about to be paid off was not. Of course it would have been better and more regular that Mr. Ford's Mortgage on this portion should also have been released, but I have no influence to effect this, and as to Buchanan & Co., they cannot be expected to be at any outlay or inconvenience in the matter. They sell the land altogether as a matter of favor to the Department, and do not require the money to be paid to them, allowing it to be appropriated as I have said in liquidation of the Mortgage held by the Gore Bank, and this Mortgage once out of the way as I have explained, Buchanan, Harris & Co., for whom Mr. Buchanan holds, are bound for the Deed. Mr. Morris, if you wish it may be able to get Mr. Ford to release this portion after that gentleman sees that in no circumstances can he get the proceeds of the sale he is aiming at, which is no doubt the cause of his unwillingness to release, although in point of fact the matter is not of any moment, even if the Post Office itself was about to be erected on this particular spot, Mr. Buchanan's Covenant being ample security to Government.

I am, &c.,

(Signed,) EDMUND RITCHIE.

The Honorable MALCOLM CAMERON,
&c., &c., &c.

R E T U R N

To an Address from the Legislative Assembly of the 22nd ultimo; for certain information relative to Improvement of Works, Rapids of Ste. Anne.

By Command.

GEO. E. CARTIER,

Secretary.

SECRETARY'S OFFICE,

Quebec, 25th April, 1855.

PUBLIC WORKS.

Quebec, 25th April, 1855.

Sir,—In reference to the Address of the Legislative Assembly, (herewith returned,) calling for Documents connected with the improvement of the St. Ann's Rapids, I am directed to inform you that the amount of moneys voted for that purpose from 1852, to December, 1854, was £4550.

No portion of this money has been spent, but arrangements are now entered into, and instructions have been given some time back to the Engineer, to have the Works proceeded with so soon as the state of the Revenue will admit of it; and in the mean time to have materials provided.

Copies of Documents as follows, are sent herewith:—

Letter of Sir GEORGE SIMPSON.	No. 25,074
Report of J. PAGE, Chief Engineer.	No. 25,201
Letter to do, do	No. 17,257

I have the honor to be,

Sir,

Your obedient Servant,

THOMAS A. BEGLY,

Secretary.

E. PARENT, Esquire,
Assistant Secretary.

HUDSON'S BAY HOUSE,

Lachine, 28th February, 1855.

Sir,—I beg leave to call your attention to the difficulties of the Navigation of the Ottawa River, in the vicinity of the St. Ann's Lock, the approach to which from either end is attended with considerable danger and difficulty, occasioning frequent injury to vessels passing through the Locks.

It is thought that these evils might be remedied at a moderate cost, by lengthening the wall above the Locks on the North side, and by raising the Piers below the Locks a few feet; at present they are so low as to strike Steam Boats below the wings, causing frequent injury in that way.

You will confer a great benefit on all parties interested in the Navigation of the Ottawa, by giving this subject your early attention. The present would be the most favorable time to undertake the necessary work, the water being low and the ice solid, which would facilitate the transport of materials, &c.

I have the honor to be,

Sir,

Your obedient Servant,

(Signed,) G. SIMPSON.

The Honorable GEORGE E. CARTIER,
Chief Commissioner Public Works.

MONTREAL, 12th March, 1855.

Sir,—In reference to the enclosed Letter of Sir George Simpson, relative to St. Ann's Lock, it may be said that the improvements alluded to are very desirable. A line of Pier, about 150 feet in length and 15 feet in width, should be built above the Lock, so as to prevent vessels from being driven ashore in Westerly Gales, and enable them to enter the Lock fairly at all times. This would cost at least, £500.

The raising of the wharf immediately below the Lock, is also very essential to the facile passage of craft either way, and would render the Pier work already built of some service during high water. This would cost at least £300.

The latter might be advantageously done at present, provided timber could be obtained, but the former could scarcely be done till the season has further advanced.

These Works I beg respectfully to recommend the Commissioners to place under Contract at an early date.

A general Report on the improvements of the lower portion of the Ottawa, in the neighborhood of St. Ann's Lock, will be forthcoming as soon as the necessary information can be obtained.

I am, Sir,

Your obedient Servant,

(Signed,) JOHN PAGE,
Engineer Public Works.

THOMAS A. BEGLY, Esquire,
Secretary Public Works.

PUBLIC WORKS,

Quebec, 3rd April, 1855.

Sir,—I am directed to draw your attention to the appropriation for certain work at St. Ann's Lock, and to authorize you to proceed with the necessary preparations both for the Pier and blasting. The latter, it seems to the Commissioners, should be done by day's work, under a trustworthy Foreman, the other by Contract, to enter into which you are hereby authorized, as well as to make one for the raising and extending of the Pier below the Lock on the North side.

I am, Sir,

Your obedient Servant,

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

JOHN PAGE, Esquire,
Quebec.

R E T U R N

TO AN ADDRESS from the Legislative Assembly of the 28th ultimo. For copy of Mr. Jarvis' report relative to the survey of the proposed Caughnawaga Canal, and the amount of the cost of such survey as submitted by the said Engineer (Mr. Jarvis.)

By Command,

GEO. E. CARTIER,
Secretary.

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

Copy of a Report of a Committee of the Honorable the Executive Council, dated 18th October, 1854, approved by His Excellency the Governor General in Council on the same day.

On the report of the Chief Commissioner of Public Works, stating that several Petitions to your Excellency from various localities in Upper and Lower Canada, for the construction of a Canal to connect the St. Lawrence with Lake Champlain, have been referred to his Department, that the Legislative Assembly also by its resolution of the 6th of April, 1853, called your Excellency's attention to the subject, that the petition from the Montreal Board of Trade, also referred to that Department, requests that a survey be made by Government of a convenient site for the Canal in question at such a place that vessels going to or coming from sea may navigate through the St. Lawrence and such Canal to Lake Champlain, that he has carefully perused these Petitions and Resolution, and also the papers relating to the matter of record in his office; that a survey was made in 1847, at the request of certain individuals who contemplated to construct the Canal as a private enterprize, and that such survey was confined to a particular line with its terminus at Caughnawaga, above Montreal, so as to be within the locality these persons had in view; that he is of opinion, considering the great importance of the subject, that a new survey should be made without delay by competent engineers, who should report as to the most convenient site for the said Canal; and the probable cost thereof; and requesting that authority may be given to the Commissioners of Public Works to have the survey effected.

The Committee recommend that authority be given to the Commissioners of Public Works to cause a survey to be made for the purpose of ascertaining the most eligible and convenient route for a Canal, from some point on the St. Lawrence to Lake Champlain.

Certified.

(Signed,)

W. H. LEE,
C. E. C.

To the Honorable
The Commissioner of Public Works,
&c., &c., &c.

INSTRUCTIONS FOR J. B. JARVIS.

PUBLIC WORKS,
QUEBEC, 12th August, 1854.

SIR,—As you have been pleased to signify your willingness to undertake the duties connected with the location of the contemplated line of Canal between the River St. Lawrence and Lake Champlain, in the performance of which the Commissioners of this Department were most desirous to have the benefit of the counsel and experience of a gentleman of such admitted high standing, it now becomes necessary that you should be informed as to the points upon which your opinion and advice is more immediately sought for.

The advantages to this Province which are calculated upon from the construction of this Canal are fully set forth in the Annual Report of this Department to the Legislature for the year 1852, in pages 32 to 38. A copy of this Report is herewith transmitted. By reference to it you will perceive that the objects aimed at are :—

To complete the chain of Canals already in use, and to render them profitable as well as a convenience to the Province.

To enable our Canals to compete successfully with the Erie Canals, and the Railways on the south bank of the St. Lawrence, in the transport of property to and from the Atlantic Seaboard in the United States, and with the Western States and Canada.

To furnish a cheaper, quicker, (and from reduced transshipments) a more desirable route to the great trade which passes between tide water in the Hudson River, the Railways in New England and the City of New York on the one hand, and the Western States and Canada on the other; and thus to bring traffic and tolls to the St. Lawrence Canals, which, by the competition of the Oswego and Erie Canals, and the Ogdensburg and other Railways, and the want of an efficient connection between them and Lake Champlain, obtain scarcely any of the transit trade between the Atlantic and the Western States or Canada.

To enhance the value of one of our great staple exports (lumber,) by furnishing a direct, cheap, and capacious connection between the great lumbering districts of the Ottawa, the Upper and Lower St. Lawrence, and the greatest lumber mart in the world, that of Albany and Troy.

By connecting Lake Champlain with the St. Lawrence upon an efficient scale, to open the districts upon that Lake to the sea, via Quebec, and afford them a shorter and cheaper route for imports of coal, iron, salt, fish, oil, &c., which articles can be had down at Quebec at cheaper rates than at any other American port, in consequence of the larger amount of tonnage entering inwards in ballast.

Such were some of the principle objects considered attainable by the construction of this work, in 1852, when the Report alluded to was written, but the Commissioners are of opinion that the altered circumstances under which the Province will be placed by the passing of the Reciprocity Act, and the opening of the River St. Lawrence to our American neighbors, afford increased and strong grounds for belief in the great importance of this work for the development of the resources of the country.

Your views upon the points embraced in the foregoing are particularly requested, especially with respect to the trade of the Great West, its channels, whether in use or in course of construction, the changes that are likely to take place in a great portion of it, as regards its transport eastward by the Lakes and Rivers, instead of down the Mississippi, upon the completion of the several lines of navigation and railways leading from the interior to those Lakes; and the probable

proportion of it which may be induced down the proposed canal, for the supply of the Eastern States, the West Indies, &c.

Your opinion also as to how far such trade may be interfered with, or competition formed by the several lines of Railway North and South of the Lakes and River now made, or in course of construction, will also be considered valuable, not only from your intimate knowledge of that trade and section of country, but as President of an important Railway there.

The next point on which your well-considered opinion is requested is the general location of the line, and particularly its terminus on the St. Lawrence. Upon this much difference of opinion exists, traceable, in a great measure, to the separate or local interests of the several sections of the Province.

As the Commissioners desire that this question shall be decided unbiasedly, and solely upon grounds connected with the accommodation and facilities for the contemplated trade, together with the engineering difficulties or otherwise, which may be found to exist: it is well merely to state that some advocate the line to start from Sane Point, on the Beauharnois Canal, thereby, as they suppose, to carry such a level as would overcome the summit between the two waters at the least expense; others urge the selection of Caughnawaga, opposite the head of the Lachine Canal, as being the place most convenient for the Ottawa trade. The interests of Montreal naturally desire its commencement at some point opposite or a little below that city, the population, trade and importance of which must necessarily command due attention; and, finally, there is a party who consider that the route of the Richelieu River should be that decided on.

The advantages and disadvantages of each of these propositions will, no doubt, be duly perceived and weighed well by you, prior to your coming to a conclusion.

The third point to which your attention is requested is as to the depth of water and dimensions of the Lock and Canal which it may be in your opinion the most advisable to adopt, and an approximate estimate of the cost of the work, the nature of the trade to be calculated on, the class of vessels suited for it, the capacity of the present Canals, and the capabilities of the harbours on the Lakes, will, no doubt, materially govern your decision on this point, which is more important, as by the scale of this Canal, will be determined also, that of the enlargement or new branch of the Welland Canal, a work which it is believed must be undertaken at no distant day.

Besides the foregoing the Commissioners will be obliged by receiving your views and advice upon any other branch of the question that you may think necessary to touch on.

It is most desirable that your Report should be received at as early a day as the efficient discharge of the duty will permit, with a view to which you will make such arrangements as you may deem expedient.

I am,
Sir,
Your most obedient servant,

(Signed,) J. CHABOT,
Chief Commissioner Public Works.

J. B. Jarvis, Esq.,
Engineer.

STATEMENT shewing the cost of a Survey for a Canal to connect the River St. Lawrence with Lake Champlain:

Amounts paid Samuel Gamble, as Engineer, 221

	days a 30s.....	£331 10 0		
	Travelling expenses,.....	19 17 3		
			351	7 3
"	" Wm. D. Jarvis, leveller, 199 days a 15s.	149 5 0		
	Travelling expenses,	19 18 4		
			169	3 4
"	" W. G. Pemberton, assistant leveller, 181 days a 12s. 6d.....	113 2 6		
	Travelling expenses,.....	10 9 6		
			123	12 0
"	" E. E. Lindsay, Compass Man and Rod-man, 181 days a 12s. 6d.....	113 2 6		
	Travelling expenses,.....	9 19 11		
			123	2 5
"	" G. Bathgate, Rod-man, 179 days a 12s. 6d.	111 17 6		
	Travelling expenses,.....	5 8 11		
			117	6 5
"	" W. U. Graddon, Surveyor, 142 days a 20s.....	142 0 0		
	Travelling expenses,.....	11 2 11		
			153	2 11
"	" Andrew Hickory, Axe-man, 10½ days, a 7s. 6d.		3	18 9
"	" Peter Hondit, " 131 " a 7s. 6d.		49	2 6
"	" Michel Kelly " 128 " a 7s. 6d.		48	0 0
"	" Thomas Stapleton, " 96 " a 7s. 6d.		36	0 0
"	" James Bell, " 80 " a 7s. 6d.		30	0 0
"	" Samuel Bell, " 86 " a 7s. 6d.		32	5 0
"	" Wm. Smith, " 5 " a 7s. 6d.		1	17 6
"	" Robert Chaloux, " 9 " a 7s. 6d.		3	7 6
"	" B. Tremblay, " 37 " a 6s. 3d.		11	11 3
"	" Henry Phillips, " 49 " a 6s. 3d.		15	6 3
"	" J. Fréchette, " 30 " a 6s. 3d.		9	7 6
"	" Louis Dubois, " 26 " a 7s. 6d.		9	15 0
"	" M. Malarky, " 25 " a 6s. 3d.		7	16 3
"	" J. Chaloux, " 2 " a 7s. 6d.		0	15 0
"	" A. Boivin, " 3 " a 7s. 6d.		1	2 6
"	" D. Leger, " 1 " a 7s. 6d.		0	7 6
"	" Amable Boivin, " 5 " a 7s. 6d.		1	17 6
"	" J. Sansoucie, " 1 " a 7s. 6d.		0	7 6
"	" An Indian, " 2 " a 7s. 6d.		0	15 0
"	" Canoe and Indians,.....		1	12 6
"	" A. Duvergier, Axeman,..... 5 days a 10s.,		2	10 0
"	" Fs. Chaloux, " 6 " a 7s. 6d.		2	5 0
"	" Albert Rounds, Horses and Waggon,.....		87	10 0
"	" F. Monett,.....do.....		4	15 0
"	" M. Riley,.....do.....		10	18 9
"	" E. H. Tracey, Stationery, &c.,.....		27	8 9½
"	" Thomas Hewitt,.....do.....		1	8 1
"	" Rent for two Rooms for Offices,		15	0 0
"	" Sundry persons for Stationery, Tools, Maps, Flag, Poles, Drawing Board, &c... ..		70	17 7½

AMOUNT of Accounts received but not yet paid.

John B. Jarvis, Professional Services as Civil Engineer,.....	}	2500	0	0
E. H. Tracey, Engineer in charge of Survey, Six months at £150 per month,.....		}	900	0	0
Hotel and Travelling Expenses,.....			139	15	0
				<u>3539 15 0</u>
				<u>£5056 7 7</u>

MONTREAL, 13th February, 1855.

To J. B. Jarvis,
Civil Engineer.

SIR,—In accordance with your letter of instructions, dated 16th August, 1854, I came to this City, and delivered the letter of introduction you furnished me with, to the Hon. H. H. Killaly, who immediately furnished me with a party of assistants. And I proceeded at once to make the necessary examinations, and surveys, to make an estimate of the cost of building a Ship Canal to connect the navigable waters of Lake Champlain, with the River St. Lawrence.

I have made a careful examination of the several lines reported upon; they have been examined with reference to the kind of material to be excavated (by sinking test pits) as well as the quantities that would have to be moved in building the work.

It is probable that the entire amount of the different kinds of work, on either of the lines, will not vary much, from those given in the estimate.

The estimates have been made for a Canal with 80 feet of width at bottom, slopes of two horizontal, to one vertical, with banks, sixteen feet high, and calculated in ordinary times, for eleven feet depth of water, and during the seasons when there may be unusual high water in the St. Lawrence, and the Lakes, to be used with twelve feet of water. The Locks to be 230 feet long, on the clear between the gates, and 36 feet wide, with one foot less depth of water on the Mitre Sills than there is depth of water in the Canal.

The Aqueducts and Culverts are all of sufficient dimensions to allow the Canal of the full size to pass over them.

The masonry in the Locks, Aqueducts, and Culverts, is estimated for on the supposition that it is to be of the first quality; stone masonry laid throughout in Hydraulic cement mortar; the face stones in the locks to be cut so as to lay to one-fourth of an inch join; the backing to be rubble work.

The Aqueducts to be rubble masonry, piers and abutments with wooden trunk. It is expected that the masonry of the piers and abutments will be made of large stone, laid in courses, through it is not intended that every stone shall fill the full depth of the course in which it is laid, but that the course may be made of one or two stones in depth.

The masonry of the Culverts to be rubble, except the bottoms and wing walls; the bottom arch to be of cut stone, founded on concrete masonry; the Wing wall to be laid dry.

The estimated price for lock walls is \$8 per cubic yard; Aqueduct masonry \$7 per cubic yard; Culvert masonry, \$10 per cubic yard; Concrete in foundation, \$5 50c. per cubic yard. Dry wall in wings of Culverts, \$2 50c per cubic yard. The price for Culvert masonry is high, in consequence of its being necessary to put in concrete foundations, and a cut stone arch in the bottom, as nearly all the streams that they are intended to pass, are entirely dry during a great part of the summer.

The first line estimated on, is by the way of the Chambly Canal and River Richelieu. There are several bars in the river between Rouse Point and St. Johns, which will have to be dredged, to give a uniform depth of ten feet of water during the low stages in the Summer and fall. In the aggregate these will not amount to more than (2½) two and one-fourth miles in length, and are of a soft material, that may be easily dredged.

At St. Johns it will be necessary to build a new Pier, to make a proper harbour for vessels, and for the reconstruction of rafts going South. It is proposed to build a new Guard Lock to the east of the present one, at about the same point on the River, and retain the present one as a sluice to pass water into the new Canal, and to enlarge the present Canal, from the Guard Lock to the head of lock No. 2. For a great part of this distance, the present Canal is built in the River. It is proposed to enlarge that portion of it along the river, by building a bank in the outside of the present tow-path, except at some points where it may be necessary to cut into the points, to procure material, and to preserve a good line.

The present Canal is made for the most of the distance, opposite the Island of St. Thérèse, by using the West channel of the river. The estimates are based on the supposition, that this channel will be used to the end of the Island, and the Canal continued in the River below it for 3800 feet lineal, by constructing a new bank for that distance, from this point, it is intended to cut a new Canal for 2000 feet, joining the present Canal at the waste weir, just south of Hatt's Mills; by this arrangement the river or wide reach will be extended for about a mile further than it is now used. The bottom of that part of the river which would be brought into use by this extension, is lower than the bottom line of the Canal, so that no excavations would be needed to get the proper depth of water in the Canal.

Where the banks of the enlarged Canal will have to be made in the river, provision has been made in the estimate for substantial retaining wall, and at those places where the water is deep, the estimate provides for crib work to found the wall upon. From Lock No. 2, to Chambly basin, I have made an estimate for an entire new Canal, to be located on the west side of the present Canal, keeping close to it, until it comes near Chambly, where it will curve into the basin at the south side of the present Locks, coming as close as possible to them. It is intended to make the same number of Locks, and of the same lift as those now in use; by this arrangement the Canal can be enlarged, and brought into use, without interfering with the navigation of the present Canal. The Locks on the present Canal will be valuable as sluices for the enlargement.

From soundings that I have had made in the river below Chambly, it is evident, that by raising the Dam at St. Ours four feet, it will give ten feet of water at all points on the river, during the driest times. For nearly the whole length of the river, the water is of a much greater depth. The bars which form the present shoals, are of a material which might be dredged, but it is probably cheaper to raise the dam, than to improve the navigation by dredging, and the estimates have been prepared with this view.

The second line estimated on, is from St. Johns to Longueuil. The line will follow over the same ground that would be occupied by the Chambly enlargement for 8½ miles from St. Johns. It then bears off to the west at the foot of the high ground or hill, known as the "Grand Coteau," and follows the foot of that high ground, until the line crosses the Little Montreal River, at which point it turns to the north and runs in a line almost straight to Longueuil, terminating in the St. Lawrence at the west side of the dépôt of the Grand Trunk Railroad Company.

Immediately after leaving the Chambly Canal, a little heavy cutting occurs for a few hundred feet. After passing this cut to the Little Montreal River, a distance of about five miles, the country is favourable for a wide Canal, and it

would add but little to the expense, to make it from 150 to 200 feet wide. After passing the Little Montreal River, low ground is encountered for about $2\frac{1}{2}$ miles, and as the work will be principally embankment, it will be as cheap to make the Canal from two to three hundred feet wide, as of any narrower width, beyond this the cutting is more than enough to make the banks. It would materially increase the expense to make a channel of more than the ordinary size. A considerable rock cutting is found on the north end of this line, which cannot be avoided. I had examinations made to find a shorter line, but was entirely unsuccessful.

The third line estimated on is from St. Johns to Caughnawaga, with the Champlain level as a summit. This line will follow over the same ground that would be occupied by the Longueuil Canal, until it crosses the Little Montreal River, and from there continues on at the foot of the hill, which, with a few breaks extends to Caughnawaga. There are few places where heavy cutting is encountered for short distances, but the greater part of the way, a Canal 150 to 200 feet wide might be made as cheap as a narrow one.

The St. Lawrence near Caughnawaga has many bars and shoals in it, no practicable place could be found to terminate the Canal until after passing more than $1\frac{1}{2}$ miles to the west of the Village, at this place there is a broad, deep channel, extending across the whole river, having its other terminus at the head of the Lachine Canal. In sounding the river, no place was found in this channel between the South Shore and the Steamboat Channel with less than fifteen feet of water. I have sounded the river with great care, with a view of getting a terminus further east, and am satisfied that there is no safe place between this point and the Lachine rapids, to make a safe terminus. There is but little heavy work at any point on this line. The materials are all of a good quality for building a Canal. The line, after leaving the Chambly Canal, is very straight, though it forms quite a circuit to get round the north-east point of the "Grand Côteau."

The Fourth Line estimated upon is in almost a direct line from St. Johns to Caughnawaga. It commences just north of the Barracks at St. Johns crossing the Railroad at the south of the passenger depôt, it then follows at the west side of the Railroad, and parallel to it for three miles, where it bears off in a westerly direction in almost a straight line, to within four miles of its terminus at the St. Lawrence, at this point it takes a more northerly direction, and runs in a direct line to the St. Lawrence, terminating at the same place that was selected for the Champlain level to terminate.

By this line it will be necessary to ascend three locks to the summit. These locks will all be within two miles of St. Johns. The descent is by five locks which are all within four miles of the St. Lawrence. All the locks are of $12\frac{1}{2}$ feet lift each. The short levels are all long enough to make good reaches for navigation.

The summit on this line will have to be supplied by a feeder from the St. Lawrence, taken from some point further west. In accordance with your instructions, I have made an estimate for the feeder, to be the same size as the Canal, and to be navigable, and also another estimate for a feeder of smaller dimensions, intended only to be of sufficient size, to supply the Canal with water.

The Country from St. Johns to Caughnawaga and Beauharnois on this route, is of a very favorable character to build a Canal in. The excavation will generally be easy, and the material good for water tight works.

The only place that Rock will be found in the excavation of this line of Canal, is near Caughnawaga, and there is but a small quantity at that place, no Rock will be found in the excavation for the feeder.

This line of Canal and navigable feeder might be made wider than the regular size, for a great part of their length without increasing the expense. In some

places it will necessary to increase the width, to get the materials for the banks. For a large part of the distance it can be made 200 to 250 feet wide, as cheap as any less width.

For the cost of the different lines, I would refer to the accompanying estimates, and for a more correct knowledge of the differentes routes, to the accompanying Maps.

I have been aided in this survey by the following assistants, Messrs. Samuel Gamble, Wilhiam D. Jarvis, William G. Pemberton, George E. Lindsay, George Bathgate, and W. U. Graddon, who have conducted their several duties with a highly commendable intelligence, industry and fidelity.

Respectfully yours

(Signed,)

EDW. H. TRACY.
Civil Engineer.

ESTIMATE of cost of the proposed St. Lawrence and Champlain Canal.

First,—By enlarging Chambly Canal, and improving the navigation of the River Sorel.

Dredging bars in River between Rouse's Point and St Johns.....	140,000 cbc. yds.	a 25 c.	\$35,000	
New Pier at St. John.....			50,000	
Excavation of earth.....	1,786,000	" a 30 c.	535,800	
" "	470,000	" a 20 c.	94,000	
" Rock.....	107,000	" a \$1 25 c.	133,750	
" "	112,000	" a 75 c.	84,000	
River Wall.....	32,000	" a \$1 00	32,000	
" "	25,600	" a \$1 50	38,400	
Stone filling.....	14,600	" a 75 c.	10,950	
Crib Work.....	1,105,000 cubic feet	a 4 c.	44,200	
Clearing out River Reach and building new Tow Path.....	13,600 lin. feet	a \$1,00	13,600	
New Road.....	2 miles	a \$1,000	2,000	
Two Stone Culverts.....			12,100	
One Waste Weir.....			5,000	
Seven Draw Bridges.....	7	a \$3,000	21,000	
Lockage	73 feet	a \$5,000	365,000	
One Guard Lock.....			40,000	
Pier at Chambly.....			5,000	
Stone Protection Wall in- side of Canal.....	11.8 miles	a 20,000	236,000	
Raising St. Ours Dam 4 ft. & Lengthening Lock			75,000	
			<hr/>	1,832,800
And for contingencies and Engineering ten per ct ..				183,280
				<hr/>
	Total Cost			\$2,016,080

Second.—By enlarging part of the Chambly Canal, and building new Canal for the remainder of the distance to Longueil.

Dredging bars in River between Rouse's Point and St. Johns.....	140,000 cubic yards,	a 25c.	\$ 35,000	
New Pier at St. Johns.....			50,000	
Excavation of earth.....	1,484,000	" a	30c.	445,200
" "	106,000	" a	25c.	26,500
" "	3,650,000	" a	20c.	730,000
" rock.....	107,000	" a \$1	25c.	133,750
" "	276,000	" a \$1	00c.	276,000
" "	112,000	" a	75c.	84,000
River Wall.....	32,000	" a \$1	00c.	32,000
"	25,600	" a	1 50c.	38,400
"	2,700	" a	2 00c.	5,400
Stone filling.....	14,600	" a	75c.	10,950
Crib Work.....	1,105,000 cubic ft.	a	4c.	44,200
Clearing out River Reach and building new Tow-path.....	13,600 lineal ft.	a	1 00c.	13,600
New Road.....	2 miles	a \$1,		2,000
One Waste Weir.....				5,000
Eight Culverts.....				44,000
One Guard Lock.....				40,000
Lockage	72 feet	a \$5,		360,000
Six Sluices.....	6	a	5,000	30,000
Montreal River Aqueduct.				39,000
One Rail Road Drawbridge				5,000
Fourteen Road Bridges....	14 "	a	3,000	42,000
Pier at Longueil.....				100,000
Stone protection wall inside of Canal.....	28.28 miles	a	20,000	565,600
And for Contingencies and Engineering, ten per cent				\$3,157,600
				315,760
				<u>\$3,473,360</u>

Total Cost..... \$3,473,360

Third.—By enlarging part of the Chambly Canal, and building new Canal, for the remainder of the distance to Caughnawaga.

Dredging bars in River between Rouse's Point and St. Johns.....	140,000 cubic yards,	a 25c.	\$ 35,000	
New Pier at St. Johns.....			50,000	
Excavation of Earth.....	1,484,000	" a	30c.	445,200
" "	1,534,000	" a	25c.	383,500
" "	3,263,000	" a	20c.	652,600
" Rock.....	107,000	" a \$1	25c.	133,750
" "	222,000	" a	1 00c.	222,000
" "	112,000	" a	75c.	84,000
River Wall.....	32,000	" a	1 00c.	32,000
"	10,000	" a	1 00c.	10,000
"	25,600	" a	1 50c.	38,400

"	2,700	" a	2 00c.	5,400
Stone filling.....	14,600	" a	75c.	10,950
Crib Work.....	1,105,000 cubic ft.	a	4c.	44,200
Clearing out River Reach and building New Tow- path	13,600 lineal ft.	a	1 00c.	13,600
New Road.....	2 miles	a	\$1,000	2,000
Waste Weir.....				5,000
Two Sluices round Locks..	2 feet	a	5,000	10,000
Nine Culverts.....				62,500
Montreal River Aqueduct.				39,000
St. Phillippe				21,000
La Tortue				36,000
St. Pierre				21,000
Guard Lock.....				40,000
Lockage.....	25 feet	a	5,000	125,000
Two Sluices.....	2 "	a	5,000	10,000
Two Rail Road Bridges...	2 "	a	5,000	10,000
Twenty-one Road Bridges	21 "	a	3,000	63,000
Pier at Caughnawaga.....				50,000
Altering Rail Road.....				25,000
Stone Protection Wall in- side of Canal.....	34.46 miles	a	20,000	689,200
				\$3,369,300
Add for Contingencies and Engineering ten per cent.				336,930
				\$3,706,230

Fourth.—By building a Canal from St. Johns to Caughnawaga on a direct line, with a navigable feeder from the Beauharnois Canal.

Dredging bars in River be- tween Rouse's Point and St. Johns.....	140,000 cubic yards,	a	25c.	\$ 35,000
New Pier at St. Johns...				20,000
Excavation of earth....	1,700,000	"	a 25c.	425,000
" "	3,950,000	"	a 20c.	790,000
" rock.....	50,000	"	a \$1	50,000
Montreal River Aqueduct				39,000
St. Phillippe,				21,000
La Tortue,				36,000
St. Pierre,				21,000
Ten Culverts,				85,000
Lockage,.....	100 feet	a	\$ 5,000	500,000
Sluices,.....	8 "	a	5,000	40,000
Two Railroad Bridges.....	2 "	a	5,000	10,000
Twenty-five Road Bridges.	25 "	a	3,000	75,000
Protecting wall inside of Canal.....	25.57 miles	a	20,000	511,400
Pier at Caughnawaga.....				50,000
				\$ 2,708,400
Add for Contingencies and Engineering, ten per cent.				270,840
				\$ 2,979,240

Total cost without Feeder,

\$ 2,979,240

NAVIGABLE FEEDER.

From Beauharnois Canal.

Excavation of earth.....	790,000 cubic yards, a 25c.	197,500	
“ “	1,951,000 “ a 20c.	390,200	
Chateauguay Aqueduct...		125,000	
St. Louis, “		60,000	
Culverts	10	45,000	
Ten road Bridges.....	10 a 3000	30,000	
Stone Protection wall in- side of Canal.....	16.19 miles a 20000	323,800	
		<hr/>	1,171,500
Add for Contingencies and Engineering, ten per cent.			117,150
			<hr/>
			1,288,650
Cost of line without Feeder,			2,979,240
			<hr/>
Total cost,			\$ 4,267,890

Fifth.—By building a Canal from St. Johns to Caughnawaga on a direct line with a feeder from the Beauharnois Canal that is not navigable.

As above			2,979,240
Feeder from Beauharnois Canal not navigable.			
Excavation of earth.....	790,000 cubic yards, a 25c	197,500	
“ “	1,951,000 “ a 20c	\$390,200	
Chateauguay Acqueduct...		125,000	
St. Louis “		60,000	
Culverts “	10	45,000	
Ten road Bridges.....	10	30,000	
		<hr/>	\$ 847,700
Total as in last account,			
Say for feeder not naviga- ble, cost one-third of the above or.....		280,000	
Add ten per cent as before		28,000	
		<hr/>	\$ 308,000
Total cost,			\$3,287,240

Sixth.—By building a Canal from St. Johns to Beauharnois on a direct line without branch to Caughnawaga.

Dredging bars in River be- tween St. Johns and Rouse's Point.	140,000 cubic yards, a 25c.	\$ 35,000
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To the Honorable the Commissioners of Public Works for the Canadian Government.

GENTLEMEN,—By your instructions dated August 12th, 1854, I am called upon to make examinations and report on a proposed Canal to connect the St. Lawrence River with Lake Champlain; and also, on questions of trade, and engineering on this and works in connection that will be involved with this enterprise. The general practicability of the work is not questioned, and as several matters relating to the proposed Canal will materially depend on the views that may be taken of its connections, it has appeared proper to discuss them in the first place.

The Report of your Board referred to in your instructions has been carefully considered, and you will judge of its influence on my mind, by observing the tenor of this communication.

It is proposed to consider the several matters embraced in your instructions in the following order:

- 1st. The Western Trade, and the influence of Railways on the same.
- 2nd. The competition the Canada improvement must experience for the Western Trade.
- 3rd. The dimensions of Canal and Locks, best adapted for the navigation.
- 4th. The Lumber and other Canadian trade.
- 5th. The question of tonnage and revenue.
- 6th. A description of the several routes for the proposed Canal, with approximate estimates of cost.
- 7th. The advantages of the several routes proposed, for the trade that is to be accommodated.

First.—The Western trade.—This is understood to be the trade that centres on the great Lakes, that form to a large extent the boundary between Canada and the United States, and seeking an Atlantic market.

From early engagement in the Public Works of the State of New York, my attention for more than thirty years has been directed to this trade. The idea gives the impression of magnitude. Its progress has out-stripped anticipation, and I enter upon its discussion with great diffidence.

Between the Lakes and the Ohio and the Mississippi Rivers above their confluence, and west of the latter from its confluence with the Missouri River, is embraced a vast extent of country that for natural fertility is not surpassed by any territory of equal extent on the Globe. At the commencement of the present century this large territory was substantially an uncultivated wild,—and for the first quarter of this century, its settlement was mostly confined to the border of natural navigation.

Previous to the year 1825, the trade of the Lakes was trifling. The Erie Canal was opened this year, and the tide of emigration began to move with great force to the Lakes. Hitherto the commerce of the West had mostly taken the Mississippi River. For fifteen years the influx of emigration was such as to consume the greater part of the surplus productions that would otherwise have sought the Lakes as its outlet to an Atlantic market.

Emigration has continued and still proceeds with an increased ratio, but the fixed population has so increased, that it is steadily and rapidly gaining in its surplus production over all domestic demands. The Eastern bound tonnage of the Erie Canal derived from the Lakes in the year 1836, was 54,219 tons, and in the year 1853, it was, 1,213,690 tons, or twenty-two fold in 17 years, and the territory for the most part is not only in the infancy of settlement, but a large portion of its trade has taken the route of the Mississippi. Nearly all the natural navigation of rivers within its borders is connected with the Mississippi, and until artificial channels of navigation and railroads were opened, trade with the Lake route was restricted to such distances as could bear transportation to

its ports, over common roads, and these on the rich soil of the West, were very inferior of their kind.

The advantages of the Lake route soon drew the attention of the enterprising settlers at the West to the necessity of better means of transport from the interior. Ohio constructed two canals; Pennsylvania one, and Indiana one, all connecting the Ohio River with Lake Erie. The Indiana Canal has but recently been completed. Illinois has constituted a canal from Chicago, at the head of Lake Michigan, to the head of navigation on the Illinois River. These canals are more or less subject to a deficient supply of water, an evil that will no doubt be corrected, and with other improvements will make them more valuable means of transport than they have hitherto been, and greatly strengthen the trade of the Lakes.

The railroad improvement has come in, and will prove a vast auxiliary to the Lake trade. It is eminently adapted to produce great influence on the commerce of the West. Their great facilities for light traffic, especially in passengers, and the favourable formation of the country for their construction, permits them to be made and supported, where a canal would be impracticable for want of water, or where, if made, the heavy trade to which it is adapted would not be sufficient for its support. Four years since, the only railroad connecting the waters of the Lakes with those of the Mississippi, were two in Ohio, connecting Cincinnati with Sandusky and Cleveland on Lake Erie. The Galena railroad was commenced at Chicago, and had extended about 40 miles. There are now three railroads that connect Chicago on Lake Michigan with the Missouri. One at Galena, one at Rock Island and one at Alton, near the mouth of the Missouri. Other railroads are made and in progress that will more or less affect the course of Western trade. Their progress within the last four years has been unparalleled, and though now checked by the stringency of monetary affairs, they will be carried forward with little delay to meet the legitimate wants of a growing commerce. By an inspection of the Railway Map, it will be seen, the roads generally point to the Lake Ports, and their promoters look to the Lake trade, as their main reliance for traffic.

The effect of canals and railroads is to open greater facilities for intercommunication, extend the settlement of the country from the banks of navigable streams, and cause it to spread over the whole surface, causing thereby a general increase of trade. This will greatly amplify the volume from that portion which has heretofore sent its trade to the Lakes, while it will extend its area to sections heretofore tributary to other routes. The Rock Island railroad was the first to connect the Lakes with the Mississippi. It was opened in February, 1854, and has had a large freight trade from that river. In the fall of 1853, I made a journey from the Mississippi at Rock Island West, 180 miles to *Pt. des Moines*. I found but few people on the route, but they were looking to the opening of railroads to Chicago as their course of trade. And it may be remarked, that the Western people generally for obvious reasons, prefer the Lake route.

It will be conceded that the City of New York is the principal centre of American commerce, and the products of the West that take the Mississippi route, have, to a large extent, to be carried to New York for a market. And as the Lake route has the advantage of more favourable climate, it must be preferred even with some increase in the expense of transport.

The Pork trade has heretofore been mostly confined to the river cities. The railroads will transfer the most of this to the Lake ports, and instead of Cincinnati and St. Louis being the great packing establishments, we must look for them at Milwaukee, Chicago, Toledo, and Cleveland, as the great centres of packing for Pork and Beef.

In his able report on the enlarged Erie Canal for 1853, W. J. McAlpine, Esq., then Chief Engineer of New York, shows that the trade of the Mississippi,

above the mouth of the Ohio, will be directed to the Lakes, and thus secured to the Erie Canal. It will doubtless fluctuate more or less from any line of demarcation that may be made, by circumstances common to commercial operations, and the nature of the avenues through which it moves. At times the Mississippi will be open and the Lakes closed by ice. Again the supply and wants of one section of country will at times produce more or less a change in the course of trade. But taking into view, cost of transport, climate and market, there can be no doubt the great mass of trade will follow the Lake route as indicated by Mr. McAlpine. The tendency is that way, and the progress of improvement in the mean of transport all more in that direction.

The diversion by routes that must cross the Alleghany range of Mountains, cannot materially affect the volume of Lake commerce.

The area of the territory tributary to the commerce of the Lakes, and lying east of the Missouri River, may be estimated at over 300,000 square miles, and that west of the Missouri at 250,000 square miles. The latter is yet a wild Prairie, and from its inland position will only be able to send the more valuable productions of Agriculture to an Atlantic market. But it has a fertile soil, and will be brought into cultivation, and must eventually contribute largely to swell the volume of the Western Lake commerce.

Of the 300,000 square miles east of the Missouri, not more than one-eighth is now occupied by settlement. With this sparse population, and its surplus production to a large extent drawn to supply its large ingress of new settlers, it furnished in 1853, an eastern bound tonnage for the Erie Canal as before observed, of 1,213,690 tons—and a western bound tonnage, via Erie Canal during the same time of 261,752 tons. In the progress of eastern bound trade, the tonnage on an average more than doubled, in each successive term of four years; for three terms from 1836, and from 1848 to 1853, a term of five years, the tonnage was doubled. At what rate it will proceed to increase hereafter, it is difficult to conjecture. The tide of emigration is now moving with increased volume,—improvements that will produce a rapid augmentation of this trade have just come into use, and others are in progress. The Erie Canal of New York will soon be enlarged, and by cheapening navigation from the Lakes to the City of New York, will increase the Lake trade, not merely by extending the area of its drainage, but by embracing a wider range of bulky or heavy articles, that will not now bear transportation. From the history of the past, and the prospects for the future, it is regarded safe to estimate, that the tonnage will be doubled in the next six years, and quadrupled in the next fifteen years. It will be seen that no special notice has been taken of the trade from the North side of the Lakes, nor of the trade that will come from the mineral sources in the Basin of Lake Superior. If this progress is realized, at the end of fifteen years the Eastern bound tonnage will be five millions of tons, and the Western bound over one million of tons, and the trade will not be more than half realized. If this trade as it may be expected to exist in fifteen years, was all to pass the Erie Canal, (the local trade of the Canal remaining as in 1853) the arrivals at tide water would be over three times larger than it was in 1853, or seven and a half millions of tons; and the total movement on this Canal would be 9 millions of tons per annum. And although enlarged as now contemplated, that channel would be found wanting in capacity, for the convenient accommodation of so vast a trade.

Fifteen years is not a long time to look forward to meet the growing wants of this trade, and especially when the evidences of its probable growth are so strongly indicated by its history, and the facts of its expanding power. Hitherto the most sanguine have not anticipated its progress.

In considering the subject thus far, no allusion has been made to the Lake tonnage that has been carried by Rail Roads from the Lakes, to and from tide water, though a portion has been borne by Rail Road, it can have no influence

on that portion of the tonnage carried by the Erie Canal, which is the basis of the reasoning adopted, unless it could be shown that the Rail Road tonnage will, in future, increase in its ratio on the Canal. Hitherto the Canal has been of comparatively small dimensions and crowded in its business, which will be materially improved in cost, and expedition of transport, when enlarged as contemplated. No such improvement can be expected on the Rail Roads, as it appears now generally conceded, that their freight charges have been too low to afford a remunerating profit; and therefore, while the Canal charges will be reduced, the Rail Road charges will be stationary or increased, and the basis of our reasoning is not likely to be disturbed. It would not be reasonable to assume, that no improvement could be expected in Rail Road transport. Experience will doubtless make some progress in reducing the cost, and indeed very considerable improvement (as above intimated) is necessary to enable them to maintain themselves on the rates of freight charges that have been hitherto established. But it is not believed there is reasonable ground to anticipate such improvement in the cost of freight charges on Rail Roads, as will be equal to the improvement in Canal charges, when the Erie Canal shall be enlarged to the plan now in progress of construction. I have thus far taken the Erie Canal in comparison with other means of transport for this trade, for the reason, as will hereafter appear, that this is the only channel that will be able to maintain material competition with the projected improvement.

The Rail Roads, however, have transported a considerable amount of freight from the Lakes to the Atlantic Cities, and many persons suppose they will in a great measure supersede Canals, and be the favorite mode of transportation. It is evident this conclusion has been reached, without consideration, especially when applied to channels of great trade. There are doubtless many situations of considerable importance, where a Rail Road would be a more profitable improvement than a Canal, as a means of intercourse. The Rail Road is of a great value for the transport of heavy freight, but is especially valuable for the transport of passengers, and for light, valuable, or perishable freight; and when the proportion of heavy freight is comparatively small, the Canal could not be supported, though the Rail Road may be quite prosperous. And so it happens that Rail Roads near and parallel to Canals, carry a considerable amount of freight. As for instance, the New York and Erie, and the New York Central Rail Roads may be regarded as specimens of this kind of competition. The New York Central is as favourable a road in lines and grades, as will often be found for so great a length, is near the Canal for its whole distance, and about one fifth shorter. There are articles of freight that can be transported on a Rail Road, namely, such as are of a perishable nature, as fresh provisions, vegetables, fruit, &c., and live stock, for which a Canal is either poorly or not at all adapted. Articles that are light and valuable, and can afford to pay an extra charge for the expedition of Rail Road transport, will give the Road the preference to the cheaper, but slower movement on the Canal. When the prices of bulky and staple Agricultural products rule high, and especially if the market be in an uncertain or feverish state, more or less may be expected to take the Rail Road, as during the past season, it is believed the Rail Roads from Lake Erie have carried more flour than in any season before. Again the Canals in this latitude are closed near five months by ice, during which time all freight that can afford to move at Rail Road prices will go forward, and with the present high prices for the staples of Agriculture, there will be a much larger transport by Rail Roads than usual. It must therefore be conceded, that Rail Roads will find a class of freight they can secure, and may do a substantial business notwithstanding the competition of Canals; and both means of transport may be quite successful, where there is a large traffic, in which each shall take its appropriate part.

In regard to the trade under consideration, it may be remarked, that the great mass is composed of bulky and heavy articles, of such general value, as materially feels the weight of transport charges, especially if the distance moved be great, and cannot under the general condition of the market afford to pay much additional, to save a few days of time in transit. In this we are not left to conjecture, as it appears from the report of Mr. McAlpine before referred to, that the proportion of tonnage on the Erie Canal, and on the New York Central Railroad for four years, from 1848 to 1852, was, as 32 on the Canal to 1 on the Railroad, and when applied to the more heavy articles the comparison was treble more favourable for the Canal. This ratio has no doubt been for 1853 and 1854, more favourable for the Railroad, but not such as to disturb the main principle involved, namely, that the cheapness of transport will in general secure to the Canal, the great mass of heavy freights; and especially if the Canal be large, and of its kind, adapted to the most economical transport. It is doubted if there is a case, where Canal and Railroad transportation devoted to a general traffic, that affords a more favourable opportunity for comparing their relative merits, than that above taken, and as they are designed to provide for the particular trade under consideration, are most applicable to this investigation. It has been shown what the effect has been, with the Canal comparatively small and inconveniently crowded with business, and it may be inferred that the Railroad will have small chance of obtaining the heavy class of freights, when the Canal shall be enlarged as now proposed, by which the transport will be cheapened, and the capacity greatly enlarged. The saving in time by Railroads, over water conveyance is most important when appertaining to short routes, when, for long distances, as from Chicago to New York, the delay incident to transferring freight from one Railroad to another, on the average, would occupy so much time, that little if any thing would be gained over a propeller, that could run to and from those ports without breaking bulk.

The Railroads that cross the Alleghany range having respectively their Atlantic termini at New York, Philadelphia, Baltimore, and Richmond, can have but small influence on the heavy traffic that tends to the Lakes; and those on the shores of the Lakes, running parallel with Lake navigation, will be quite unable to compete with the Lake for the heavy class of freights, except so much as may be sent forward when Lake navigation is closed by ice. The amount of this will depend on the condition of the market, and can never make a serious impression on the quantity of Lake Trade.

The Northern New York Railroad, extending from Ogdensburgh on the St. Lawrence to Lake Champlain, has transported a larger proportion of heavy freight from the Lakes, than the roads before mentioned. This has arisen from the local circumstances of this road. It carries the agricultural products of the Western States to supply the district about Lake Champlain, and to a large extent the Northern portion of New England, that has no navigation (except very circuitous) to compete with it. This condition (as will be hereafter shown) will be materially changed when the proposed St. Lawrence and Champlain Canal shall be but in operation.

Railroads have a salutary influence on great channels of trade, from their superior capacity in transporting passengers, and for light and valuable goods, and such as from their perishable or peculiar nature require quick transport, and for so much of all kinds as the condition of market may demand, when navigation is arrested by ice, and in this way confers a benefit on the interest of parallel navigation, whether natural or artificial. And in view of the of the character of the navigation now considered, they may be regarded as beneficial, rather than injurious to its interests.

Second.—The competition the Canada improvement must experience for the western trade.

To examine comparisons the routes should be defined ; but for the present the definite route for the proposed Canal will not be discussed, and it will be assumed, as the basis of comparison, that from the foot of Lake Ontario to Whitehall, the navigation will be, namely:

By Canal.....	69 miles.
By River and Lake.....	263 "
Total miles,.....	332

Lake Champlain is taken as 120 miles.

The first object of competition that is presented, is the Northern New York and Ogdensburgh Railroad. By this Railroad the distance from Ogdensburgh on the St. Lawrence, to Rouse Point on Lake Champlain, is 118 miles. From Ogdensburgh to Rouse Point, via the St. Lawrence, and the proposed Canal is,

By River St. Lawrence and Sorel.....	103 miles.
By Canal.....	69 "
Total.....	172

The vessel will arrive at Ogdensburgh, and have nothing to impede its regular movement, via River and Canal, and for all freights that do not require great expedition, there can be no room to doubt the freight would proceed on to Rouse Point, even if unloaded at that place for a market on the Vermont Central Railroad. To put this question at rest, it may be well to state, that according to the report of the State Engineer for the State of New York for 1853, the actual cost of transporting a ton of freight from Ogdensburgh to Rouse Point on the railroad was $11\frac{7}{10}$ mills per mile, equal to \$1.38c. per ton through. This allows no profit on Capital expended in construction. The cost of transportation by the River and Canal, allowing a liberal toll on the Canal, would not exceed two-thirds of the cost by Railroad. It is therefore evident the Canadian improvement would command the trade of Lake Champlain, except a comparatively small portion that would require rapid transit. This would make the proposed improvement the Channel, of trade between the Western Lakes, and the greater portion of the New England States, including Boston, and the eastern portion of Massachusetts. The Railroad extending east from Rouse Point, Burlington and Whitehall, with their numerous connections towards the Atlantic would distribute and collect the trade on Lake Champlain. From Whitehall the Railroad via Rutland is a less distance to Boston by ten miles, than the Railroad from Albany to Boston, and supposed to be a more favourable line to work. There is no doubt as will subsequently appear, that transportation from the Western Lakes via Canadian improvement, can reach Whitehall at cheaper rates than it can reach Albany, and consequently it will command the trade from Boston and increase that trade. There was transported from Ogdensburgh to Rouse Point in 1852, 97,395 tons of Western freight. The same year there was transported from Albany eastward to the state line of Massachusetts, on the Albany and Boston road about 120,000 tons. There is also a large amount of Western produce carried coastwise from Albany to New England ports, that would be diverted by the proposed improvement. In view of this, and the Railroad tonnage above mentioned, it may safely be estimated, that the opening of the proposed improvement would find a trade on Lake Champlain of 300,000 tons eastern bound, and 50,000 tons western bound per annum.

The Western bound would be increased by the iron trade of Lake Champlain in ore and manufactures of iron, probably 20,000 tons, making a total of western bound of 70,000 tons per annum, or a total annual tonnage of 370,000 tons. The rich iron mines on Lake Champlain and the extensive manufactories of the country between Lake Champlain and the Eastern sea-board, with the commercial importance of the city of Boston, their connection with and dependence on Western trade must steadily increase the trade, via Lake Champlain, and render it of great importance to the proposed improvement. The impulse that will be given to this trade by the recent commercial treaty between the United States and Canada, will further and greatly tend to swell its volume.

I now come to consider the sources of competition for the trade of the Western Lakes, that seeks an Atlantic market at the City of New York. This is the destination of the great volume of this trade, and it now finds its avenue through the Erie Canal. This channel of navigation it is known, is in progress of enlargement, and is expected to be completed in a few years; this will greatly increase its present capacity and cheapen the cost of transportation. It does not therefore appear that under existing circumstances, it is necessary to make any comparison with the Erie Canal in its present condition, and I therefore proceed to consider the competition that must be anticipated from it, when enlarged as now proposed.

In this enquiry it becomes necessary to consider at what point, Buffalo or Oswego, this trade will be taken on the Erie Canal. Buffalo has hitherto been the principal port for transshipment to the Erie Canal. But Oswego has for several years been gaining on Buffalo, in consequence it is believed, of the introduction of screw propeller steam vessels on the Lakes, giving greater certainty in the time of navigation. The completion of the enlargement of the Erie Canal will give improved facilities to Buffalo. On the other hand if the Welland Canal be enlarged so as to admit an easy canal navigation for the largest class of vessels, but adapted to the navigation of the upper Lakes, it is believed Oswego will regain all she may lose, by the enlargement of the Erie Canal. If the Welland Canal should not be enlarged, Oswego will probably lose on Buffalo, as the size of propellers adapted to the most economical transport on the upper Lakes, as found by more recent experience, cannot pass that Canal as it now is, as will be seen by the table A in Appendix. It is therefore assumed as necessary to the following comparison, that the Welland Canal will be enlarged, so as to pass Propellers of 600 to 700 tons burden. (It is understood the New York Canals both from Oswego and Buffalo, to Albany are to be equally enlarged.) Buffalo has no doubt controlled a large portion of the Lake trade by her market, which is by far more important for this trade, than any other west of New York. In view of the improvements that will probably benefit both Buffalo and Oswego, it is not to be expected their relative advantages will be very materially changed. Regarding the question of transport merely, Oswego will probably have some advantage over Buffalo, and therefore the object of comparison will be attained, by considering Oswego as the port at which freight will change between the Erie Canal boats and Lake vessels. We are therefore brought on even terms with the Lake trade, to the foot of Lake Ontario. From this point then, the competition must commence, for the trade destined to New York.

The introduction of steam Propellers, on the Lakes, renders it more important to open Canada, by which Lake vessels may proceed from one stretch of natural navigation to another. They carry their means of propulsion with them, and are ready to proceed either by Lake, River, or Canal without the aid of other power. No towing is required, and consequently no provision of steam or animal power is to be held in readiness for use when they enter Canal or River.

In examining the cost of transportation, the ordinary rates, that are supposed to afford a fair remuneration for the business, will be sought, and not the ranges

above and below the scale, that are effected by varying circumstances, not necessary to be followed in this enquiry nor will it be essential to examine the cost of many articles of freight. Flour is an important article of the Lake trade; it will afford a good basis of comparison, and will therefore be taken as sufficient for the purpose under consideration.

The rates for transporting flour by Propeller from Chicago to Buffalo is often twenty-five cents per barrel. This rate, in the opinion of very experienced navigators affords a fair compensation for the business; paying current expenses, and yielding a return for the capital invested in the vessel. The distance is (1100) eleven hundred miles. Calling in round numbers ten barrels to the ton, (equal to 2160 pounds,) the cost of transportation is 2.27 mills per ton per mile or a fraction under a quarter of a cent per ton per mile. If 30 cents per barrel be taken for this transportation, it may be regarded as a liberal basis for any comparison the case requires. At this rate the cost per ton per mile is 2.27 mills or nearly $2\frac{3}{4}$ mills. The voyage is lengthened by passing on down the St. Lawrence and through Lake Champlain; no new expense of loading or unloading, or delay in port, and the prolonged voyage is an element to reduce the rate per mile. The current in the St. Lawrence will be in favour of the greatest tonnage, and with Canals at the rapids of the river, will not be more, and probably less hazardous than the great Lakes. Lake Champlain is narrow, and as safe for the class of vessels that will occupy this navigation as a Canal. It is therefore believed a safe estimate to continue the voyage from the foot of Lake Ontario to Whitehall at the rate of $2\frac{3}{4}$ mills per ton per mile, through the natural navigation, including the insurance on the St. Lawrence and Champlain.

The cost of Canal transportation cannot be arrived at so satisfactorily, owing to the uncertainty of the rates of toll. According to the Report of the Auditor of the Canals of the State of New York, on tolls, trade and tonnage for 1853, the toll on flour was 6 mills per ton of 2000 lb. per mile for the years 1851-52 and 53, or 23 cents per barrel on flour from Buffalo to Albany. The average cost of transportation including toll, was for 1851, 49 cents, 1852, 53 cents, and for 1853 56 cents on a barrel of flour. The lowest rate of transportation was 43 cents per barrel in August, 1851, and the highest was 74 cents in October, 1853. The average for the three years is a fraction under 14 mills per ton per mile, and this is according to the rates reported by Mr. McAlpine, State Engineer for 1852. No lower rates have been reported than above quoted, and therefore 14 mills per ton per mile may be regarded as the cost of transportation, including toll, at the rate now established for flour on the Erie Canal.

The completion of the enlargement of the Erie Canal will reduce this cost. It has been seen the toll amounts to 6 mills per ton per mile, on the present Canal, and if ten barrels are taken for a ton, the toll is 6.48 nearly $6\frac{1}{2}$ mills per ton per mile. Flour being counted at 216 lb. per barrel. The freight on the present Canal, exclusive of toll, is say (very nearly) $7\frac{1}{2}$ mills per ton per mile, counting ten barrels to the ton. The increase of tonnage will induce most probably, a reduction of tolls, especially if competition is to be met. What this may be, it is impossible to conjecture. I have supposed it could not go so low as to reduce freight and toll on the enlarged Canal, below 8 mills per ton per mile. This would reduce the cost by Erie Canal between Buffalo and Albany of transporting a barrel of flour (as in 1853) from 56 cents to $31\frac{1}{2}$ cents including toll. It is therefore assumed that 8 mills per ton per mile, will be a fair basis for comparison of Canal transportation by the enlarged Erie Canal.

If the enlarged Erie Canal will so reduce the cost of transport, being in sectional area about 3 to 1 of the old Canal, it may be proper to enquire how this will compare with the proposed Ship Canal, which is to be three times the size or area of the enlarged Erie Canal. No doubt the cost of transport will be in favour of the Ship Canal, but the cost of construction may be greater per mile

for the latter, provided the same facilities occur. I have not the means to investigate this question, but from what has been done, there is not much reason to suppose the Ship Canal will involve materially greater cost per mile than the Erie Canal when enlarged, if not, it would be reasonable in a comparison to place transportation at least one mill per ton per mile less on the Ship Canal than on the enlarged Erie, and still leave the same provision for tolls as the Erie Canal. The question of tolls, however, depends on the amount of tonnage secured. And for greater safety it is better to estimate the cost of Canal transport, including tolls, as equal in the two cases. In this there is doubtless a concession in favour of the enlarged Erie Canal, that may not, and probably will not be realized.

No. 1.	{	From the foot of Lake Ontario to Whitehall, natural navigation River and Lake.....	263 miles.
		Canal navigation, aggregate.....	69 "
	Cents.		
	263 miles at 2 $\frac{3}{4}$ mills.....	72.30	
	69 " at 8 "	55.2	\$1.27.5
	Oswego to the Hudson.....	209	"

(See Report of State Engineer for 1852, Page 140.)

No. 2.	{	Oswego to the Hudson by enlarged Canal 209 miles at 8 mills per mile.....	\$1.67.2
		Transshipment port charges and damage by handling to freight.....	20 \$1.87.2

From the above it appears the Ship Canal will have ample margin to command so much of the Lake trade as will supply the shores and the outlets eastward from Lake Champlain as has been before stated. The same principle of computation makes the cost from Ogdensburgh to Rouse Point 83 $\frac{1}{2}$ cents per ton or 8 $\frac{1}{2}$ cents per barrel on flour, while the Rail must have 13 cents, and this gives no interest on the cost of construction.

From the foot of Lake Ontario to the Hudson river; *The Champlain Canal as at present.*

No. 3.	{	263 miles natural navigation.	
		263 at 2 $\frac{3}{4}$ mills.....	72.3
		69 miles Ship Canal at 8 mills.....	55.2
		65 " Champlain Canal at 14 mills.....	91.0
		Transshipment at Whitehall, port charges, and damage by handling to freight, same as at Oswego.....	20	$2.38.5

Difference in favour of the enlarged Erie Canal from Oswego, 51 cents per ton or say 5 cents per barrel on flour. This is less than the difference between the average rates in 1851 and 1853, and shows that in the more pressing seasons of business, it would be divided between the two routes.

From the foot of Lake Ontario to the Hudson river; *The Champlain Canal enlarged as the Erie.*

No. 3.	{	Charges to Whitehall same as No. 1	\$1.27.5
		Transshipment as No. 1	20
		65 miles enlarged Boat Canal at 8 mills.....	52	$1.99.5

Difference in favour of Erie Canal, 12 $\frac{3}{10}$ cents per ton, or 1 $\frac{1}{4}$ cents per barrel on flour, shewing the routes to be close competitors, leaving the preference with the Erie Canal in a small degree.

From the foot of Lake Ontario to the Hudson river ; *The Champlain to be made a Ship Canal.*

No. 5. {	Charges to Whitehall same as No. 1... ..	\$1.27.5
	Whitehall to Albany Ship Canal 65 miles at 8 mills 52	\$1.79.5

Difference in favour of Canadian and Champlain route 7.7 cents per ton, or nearly 1 cent per barrel on flour. Here again the routes would be close competitors, leaving the advantage in a moderate degree in favour of the Canadian.

It is proper to remark that the Hudson river in its present condition, from Troy to a point about 20 miles below, is not a sufficient navigation to accommodate vessels of the draught of water that is intended for the proposed Ship Canal, and will require to be improved. Such improvement has long been contemplated, and some efforts have been made to secure the object, but so far, not much, if any improvement has been accomplished. If such work were effectively done, it would be highly beneficial to the vast trade that passes this portion of the river, and especially so to the commercial interests of the Cities of Troy and Albany. Tide water now reaches Troy, and such improvement as would fully provide for the navigation of vessels from the upper Lakes, is believed to be quite practicable, and no doubt will eventually be made. From a point some 12 or 14 miles below Albany the navigation of the Hudson is, in the highest degree, adapted to the navigation of even much larger vessels than proposed.

From the preceding it appears:—

1st. If the Champlain Canal is not enlarged, which is the most unfavourable view, the difference against the Canadian improvement will be five cents per barrel on flour to Albany.

2nd. With the Champlain Canal enlarged as the Erie, the difference against the Canadian improvement will be $1\frac{1}{4}$ cents per barrel on flour to Albany.

3rd. The Champlain made a ship canal, avoiding all transhipment, the difference is in favour of the Canadian improvement, nearly one cent per barrel on flour.

To carry out the calculation on the premises above stated, the cost of transporting a barrel of flour from Chicago to the City of New York, (all the canals being made ship canals) would be 61 cents. And when the proposed improvements are completed and in established operation it will probably be done for 55, and perhaps for 50 cents, and no transhipment.

The distance by natural navigation..... 1758 miles.

“ Artificial..... 167 “

Total distance..... 1925

The voyage could be made by Propeller from Chicago to New York, in 13 to 15 days. The Canadian route would save about the time lost by the delay incident to transhipment at Oswego or Buffalo.

In the 2nd and 3rd comparisons the two routes would be so near equal, that an active competition could be maintained for the New York trade.

In the 1st comparison for the trade to New York, the Canadian route would be able to compete at those seasons, when freight should rule high, overcoming the small difference against it; and at such times secure a fair share of this trade. It will be observed that, in the foregoing comparisons, no allowance has been made for superior and consequently more economical transportation by ship canal of three times the size, with locks adapted to vessels of 600 tons instead of 200 tons. In regard to tolls they will probably be alike; and have been so considered.

Thus far the subject has been considered without reference to the influence of pressure on the enlarged Erie Canal, that the rapidly increasing Lake trade is sure to produce; and which will necessarily increase the charges of transport. But it may

be expected that such increase will lead to a reduction of tolls, if the State of New York considers it her interest to retain as far as possible, the trade on this Canal. The reduction of tolls on one route, would lead to a corresponding reduction on the other, and the comparison still holds good. By the time, however, these improvements are completed and in full operation, the Lake trade will have become so large, that no jealousy need be felt, as both routes will be remunerated with their respective shares, especially in view of its progressive expansion. (Some further remarks bearing on this point will be made in a subsequent part of this Report.)

Third. I now proceed to consider the 3rd Section of this Report, namely ;

The dimensions of Canal and Locks best adapted to the Navigation.

In regard to Locks, their dimensions should be such as will conveniently pass vessels adapted to the Navigation with which they connect. The first question, therefore, is, what is the size of vessels that will require accommodation. The ship canal and locks at the Sault Ste. Marie now in course of construction, and designed to connect Lake Huron with Lake Superior, has two lift locks that are 70 feet wide and 350 feet long. This canal is about $\frac{3}{4}$ of a mile in length. It is here designed to provide for side wheel passenger steamers. There being but two locks and a very short canal, renders it very proper in this case to provide for such steamers. The Welland Canal Locks do not provide for side wheel steamers, nor is there any occasion for such vessels to pass through it. The length of Canal and the number locks, preclude any profitable or useful object in the transportation of passengers through such navigation.

Side wheel steamers as passenger boats pass down the St. Lawrence, and return by a portion of the St. Lawrence Canals. These boats do not require so long a lock as would be required by the largest class of Propellers that navigate the upper Lakes. But the side wheels require more width of locks than Propellers. Is it probable the proposed Canal, from the St. Lawrence to Lake Champlain, will require locks of such width as necessary for side wheel passenger boats? I think not. It is even doubtful if they can be supported between Ogdensburgh or Prescott and Montreal, after the Railroad now in progress of construction, along the bank of the St. Lawrence, is put in operation. Railroads will wholly supersede this class of boats, except where they have ample room, and the best character of natural navigation ; and even in such case, the Railroad will materially reduce their importance and usefulness, where it is practicable, and there is sufficient business for its support. The Sault St. Marie has been mentioned, as a case where the shortness of the Canal, and the small lockage connecting very extensive Lake Navigation on either side, renders it highly important to provide for the large side wheel steamers that navigate those lakes. These circumstances are materially changed at the Welland Canal, where the length of the Canal and lockage is too great to admit the idea of passenger boats. Nor do I think there is any ground to suppose that steam passenger boats would find employment in conveying passengers between Lake Ontario and Lake Champlain. It may be said there would be a convenience in occasionally passing such steamers, to which it may be replied, that such occasions would not be of frequent occurrence, and would not repay the tax on freight vessels, that must be incommoded by the use of a larger lock than they require. The size of lock obviously should not be larger than sufficient for the convenient passage of the largest vessel it is intended to accommodate. It will pass such lock with the least delay. It is, therefore, considered that freight and not passengers is the business that is to be provided for in the proposed improvement.

During the past year some attempts have been made to introduce side screws into vessels. But as far as I have been able to learn, this method for propelling freight vessels, has not been received with favour by experienced navigators, nor does it promise to supersede the steam wheel, which is more out of the way of the

cargo, and allows better storage. Should side screws be adopted to any considerable extent, a wider lock would be required than for the steam screw. So far as I have been able to obtain opinions on this point, there does not appear sufficient probability of such use of side screws, as to warrant the expense and the inconvenience to other vessels that must be incurred in providing for them: And the steam screw Propeller appears to be the vessel that should govern in determining the size of locks.

I have obtained a list of 48 Propellers with their principal dimensions, and many particulars which have been put in a tabular form, see Table A., herewith appended. Only (11) *eleven* of these Propellers can pass the Locks on the Welland Canal. Most of these Propellers are employed in the navigation of the upper Lakes. There are but two in the table under 300 tons burthen. The largest 850 tons. The greater portion range from a few tons below 400 to a few above 600. The greatest length is 242 feet, the "Iowa," and her actual tonnage is 720, draws $11\frac{1}{2}$ feet loaded. The "Oriental," is 234 feet, actual tonnage 850, ($2\frac{1}{2}$ feet more beam) draws loaded $10\frac{1}{2}$ feet of water. The "Plymouth," is 225 feet in length, (loaded, draft not ascertained) and carries 700 tons. These vessels can only carry full cargoes when the Lakes are at their greatest height. There are times occurring almost every year when vessels with over $9\frac{1}{2}$ feet draught of water, cannot pass the St. Clair flats. Consequently those of greater depth must load lighter than their capacity, or depend on lightening when they reach the flats, or have occasion to enter harbours of a similar depth of water. The two most important Lake ports for outward bound tonnage are Chicago and Toledo. The entrance into the harbour at Chicago is kept open by excavations, so that vessels drawing 10 feet of water can, for the greater portion of the season of navigation enter the harbour. Toledo is on the Maumee river, and 9 feet water is as much as can usually be depended on, though at times they can go in with $10\frac{1}{2}$ feet. Detroit river affords better water, and vessels that can pass St. Clair flats easily make Detroit.

In the enquiries I have been able to make as to the draft of water that vessels could carry and make the harbours with safety on the upper Lakes, I have found considerable diversity of opinion among navigators. The range of opinion has been from $8\frac{1}{2}$ to $11\frac{1}{2}$ feet. It is admitted, however, by those that advocate $11\frac{1}{2}$ feet, that lightening will be often necessary, and this is considered to injuriously affect the profit of, and cause delay in the voyage. It is an important fact, that the most usual time of high water, (not regarding those rises and falls that occur in a series of years) is in midsummer, and lowest at spring and autumn. The latter are the seasons of greatest pressure in freight. It is conceded generally that the largest vessels can only take full loads when the Lakes are most favourable, and then only to the ports having the greatest depth of water. So far as I have been able to ascertain, it appears the most prevalent opinion, that the larger class of Propellers, both in relation to length and draft of water, have not been so successful in the economy of transport as those of less dimensions. The greatest weight of opinion I have been able to obtain is, that a draft of 9 or $9\frac{1}{2}$ feet is as much as can be profitably adopted for general use, and that 10 feet is the extreme draft that should in any case be adopted and only for ports of best water. In the opinion of several very experienced navigators, the Propeller "Portsmouth," in her main features, is the best pattern for general use and economy of transport; she is 175 feet long and draws $9\frac{1}{2}$ feet water, cargo 5000 barrels of flour, some would add 5 feet, others 15 feet to her length. This last addition would make her 190 feet long; and with a small increase of beam would enable her to carry 6000 barrels. Objections are made to greater length, on account of the increase of weight that is required to give the requisite strength, on a vessel of so small depth as must be adopted for Lake navigation.

To all these it may be said, the increasing volume of Lake trade, will lead to improvement in harbours, to the deepening of St. Clair flats, and so essentially improving the depth of water, as to provide for a deeper vessel, and so far removing the objection to greater length. From what has been, it is hazardous to say what may not be done, in the improvement of navigation, where a large interest is involved; and what now appears the best size for economy of transport, may hereafter prove quite too small; except so far as circumstances may enable us to judge of the probability of improvements, there seems no way of reaching a satisfactory conclusion in regard to the apprehension of the future. The question therefore is, what reasonable prospect is there, that the Lake navigation will be essentially improved. So far as I am acquainted with the Lake harbours, I do not see a prospect of any great change being made in the depth of water. But something of improvement will probably be effected.

It is not advisable to make the dimensions of Locks greater than will be sufficient for the vessels to pass; as increase of size beyond what is required, causes unnecessary delay in filling and emptying, and in handling the gates, and will be so far prejudicial to the navigation.

Regarding the present condition of Lake navigation, as connected with this improvement, it is believed the most economical transport would be secured by providing for Propellers of 500 to 600 tons burthen, which would be secured by a lock 200 feet long, 36 feet wide, and deep enough to float a vessel drawing $9\frac{1}{2}$ feet water. It is not probable any width of vessel will be required that may not pass a lock of 36 feet in width, so far as shewn in Appendix A (and that shews nearly if not all the Propellers on the upper Lakes.) There are but six out of 48, that could not pass the Locks on the St. Lawrence Canals; some others could not load full depth, but would generally pass with ten feet water, and this is more than they generally draw. Hence it appears that the Locks on the St. Lawrence are of sufficient dimensions to pass Lake vessels, regarded as best adapted to present Lake navigation. If it shall ever appear necessary to enlarge them, it will be time to consider the measure when the contingency shall occur.

For the accommodation of present navigation I am of opinion that Locks 200 feet long, with 10 feet depth of water, and 36 feet in width, will provide for Propellers adapted to make as economical a transportation as can be effected; in this I would recommend that the side walls of Locks be carried to a height that will admit one foot greater depth of water, whenever it may appear necessary to make such provision. No greater width than 36 feet is required, unless it is regarded necessary to provide for side wheel steamers, which does not appear probable, and if not necessary, should not be made wider, as it would be a disadvantage to what must be the great business of the navigation, namely, freight by sail or screw. If freight is to be the main business, as I do not doubt it will, side wheel steamers are not wanted; for it is now well established on the Upper Lakes, that Propellers are decidedly more economical, and side wheel steamers can only be maintained where a large share of their business is passengers. If it shall be considered advisable to provide for greater length of vessel, say thirty feet, it may be done for about four thousand dollars per Lock. This additional length may be made at a future day, when it shall appear necessary. It must however be kept in view, that it can never be done so well, or so conveniently, as at the original construction; and though I am persuaded, that 200 feet, or at most, 210 feet, will be sufficient to meet the wants of the navigation, there is a possibility that a greater length may be found expedient at a future day, in the event of such improvements as have been mentioned, and such impression would mar the idea of a completed work, and injure confidence in its provision for the ample accomplishment of its object. It must therefore be perceived there is a conflict on this point, leaving some doubt, and as the interest is large, it may be the wisest cause to adopt the most liberal views. And, while I have doubts as

to the necessity, I must confess, that in view of all the probabilities involved, I am disposed to recommend (230) two hundred and thirty feet as a suitable length for the Locks (the distance between the Lock Gates is of course intended as the length) and of sufficient depth for vessels drawing 10 feet of water.

There are but few Locks on the proposed Canal; but as this question is necessarily connected with the Canal and Locks that already exist, and which must be made to conform to what is required to render the navigation complete, it was necessary to examine the subject with much care.

It has been stated that the St. Lawrence Locks need not be disturbed at present; but the Welland Locks and Canal, (as intimated in your instructions to me) must be enlarged. This will be necessary, independent of the proposed St. Lawrence improvement, in order to enable the Welland to maintain a vigorous competition with the Erie Canal, when enlarged as now in progress. As before observed, the large class of Propellers recently brought into use on the upper Lakes, are formed to cheapen transport, and when to this is added the benefit of the enlarged Erie Canal, the Welland route in its present condition must become inferior, as a means of transport, to the Erie Canal route. The Welland therefore must be enlarged for the maintenance of its own trade.

Canal.—The depth of water in the Canal should be at least one foot greater than the Lock, and if the Lock is designed for vessels drawing 10 feet, the Canal should have 11 feet. The width of the Canal at the surface of the water should be $3\frac{1}{2}$ times the width of Lock, as the minimum in ordinary deep cuttings, and increased to 4 and 5 times, when the situation admits it, within reasonable expense. The top water width is therefore taken as a near approximation at (124) one hundred and twenty-four feet in heavy cuttings, and the width at bottom 80 feet. This allows slopes of bank two horizontal to one of rise on each side. On the proposed route, the ground will admit favourably, for the greater portion of the length, a surface width of from 150 to 250 feet, which will greatly improve the navigation.

The Welland Canal, as well as the Locks, is too small for the convenient and economical navigation of vessels of the size that is to be provided for, and should be enlarged. Of the St. Lawrence Canals, the Cornwall 150 feet wide, and the Beauharnois 120 feet wide, with good lines of direction, and well adapted to the proposed navigation, especially the former. The Lachine Canal, though its width is technically the same as the Beauharnois, is not in general so large. To provide for a large trade in the Lachine Canals, it would be indispensable to enlarge it, or reduce the use of water, now drawn for hydraulic power. I take pleasure in speaking of the Cornwall and Beauharnois Canals, as fine specimens of this kind of improvement. The four short Canals in the Williamsburgh district are too small for the navigation proposed. I suppose, however, these Canals are not much used for descending navigation, as the natural channel of the river allows, especially Steam Vessels, to descend with safety the small rapids, and for their return these Canals are mostly wanted, and therefore an enlargement of them is of less importance, and may be dispensed with. On the whole it does not appear that the St. Lawrence Canals are in any material respect, deficient in capacity to provide for the class of navigation that is proposed, at least so far as now appears necessary, nor until provision shall be required for vessels of over 600 tons burthen.

Fourth.—The Lumber and other Canadian Trade.

By a statement furnished by Mr. Dawson, it appears the Lumber Trade of 1852, was in square timber and sawed deals, plank and boards, (including the District West of Toronto) reduced to board measure as follows:

Exported to the United States,.....	159,593,000
Brought to Quebec,.....	567,595,000

Total,..... 727,188,000

The above takes no account of lumber disposed of in other markets. At 600 feet board measure to the ton, there was of the kinds above mentioned

Brought to Quebec,.....	945,990 Tons.
Other articles, as masts, staves, oars, ties, knees, saw logs, shingles, and lathwood, approximating estimate as brought to Quebec,.....	30,000
Total.....	975,990

This is regarded by Mr. Dawson as an under estimate, from which I infer the actual quantity exceeded one million of tons.

The report on trade and navigation for 1853, made to the Canadian Government by Mr. Hincks, Inspector General, shows the value of imports from the United States to have been for that year 2,945,536 pounds currency. The recent commercial treaty may be expected to materially increase this trade. Especially that branch of it, that would be opened by the connection with Lake Champlain, and through it with the New England States. By reference to the tables in the report above referred to, it will be seen that trade from the United States, embraces to a great extent the class of articles, that gives the greatest tonnage for their value.

The most important benefit that the general trade of Canada will derive from the proposed improvement, will be in opening for a large part of it either a new market or greatly improved facilities of transport to those now existing for her products, and especially for the lumber that now descends the St. Lawrence and finds its principle market at Quebec; a portion of this trade now finds its way to New York. If such improvement in its transport can be effected as will reduce the cost to Troy and Albany to nearly the same it is to Quebec, a choice of market will be presented of great value to this branch of trade. From what I have been able to learn, it appears the market at New York generally ranges higher than at Quebec, and if the New York Market was so opened as to take one half of the lumber that now goes to Quebec, no doubt a very material improvement would be made in its market value. In 1853 over (1,340,000), one million three hundred and forty thousand tons of lumber arrived at Albany and Troy from the Canals, or near 50 per cent. more than was received at Quebec. Large quantities of lumber is received at New York from the State of Maine, which is brought coastwise. This is mentioned to show that it is a large market for lumber. The sources of this lumber within the State of New York are not of that extensive character, especially for pine, that are found in Canada. Of the lumber of 1853, by Canals, about 550,000 tons were from other States and Canada; 220,000 tons was from Lake Erie, a source that will be materially interfered with by the demand that is rapidly growing up in the Western States where very little pine is found. Chicago has become within a few years, an important lumber market, and at all the principal ports on the upper Lakes large quantities of lumber find a ready sale; and the time must soon arrive when very little pine from the upper Lakes will go east of Lake Erie for a market. As before observed the pine districts in the State of New York that are available to the New York market are not extensive. They are rapidly being reduced by export to tide water, and by consumption in the interior. These circumstances are mentioned as indicating the probability of an improved price for lumber in the New York market, which must be of great importance to the lumber trade of the St. Lawrence and its tributaries.

It appears from Mr. Dawson's statement, that from the districts east and west of Toronto, there was sent to the United States in 1852 near 300,000 tons of lumber. The proposed improvement would doubtless divert a large portion of this lumber by the St. Lawrence and Champlain route, even with the Champlain

Canal of New York, as at present, and if that Canal be enlarged as heretofore suggested, nearly the whole would follow this channel.

Some portion of the lumber of the St. Lawrence, as before observed, now finds its way to New York by way of the Chamblly River and Canal. This passes down the St. Lawrence and Ottawa Rivers to Sorel, from whence it proceeds up the Chamblly to St. John's, which we may for the present consider the foot of Lake Champlain.

Fifth.—The question of Tonnage and Revenue.

It has been stated the western trade that passed the Erie Canal in 1853 amounted to nearly one and a half millions of tons including that in both directions. It is proper here to remark that it is supposed (returns not yet made public,) the tonnage of 1854 has been somewhat less than that of 1853. It has occasionally happened, as appears from the history of this trade, that one year has fallen below the amount of its predecessors, but this has not affected the general result, as for a series of years (not less than five,) it has shown its onward progress, and steadily increased its volume.

In the comparisons of routes the present Erie Canal has been left out. The enlargement of that Canal is now in progress, and expected to be completed in three years. To enlarge the Welland Canal, and construct the projected St. Lawrence and Champlain Canal will probably require nearly the same time, and therefore it must be expected to open for use with the Erie Canal enlarged, and no practical benefit can be expected from a comparison in its present condition, though the view would show favourably for the Canada route.

Assuming that both routes will be completed in three years, it must be expected that that portion or class of Lake trade will have reached by that time at least two and a half millions of tons per annum, including both directions. And in view of the influence that must be produced on that trade by the opening of the Erie Canal, and the completion of the Canada route as proposed, thereby reducing transportation between Chicago and New York to about two-thirds of the present rate, it appears reasonable to estimate the Lake trade for the second year of their operation at three millions of tons. Perhaps one year may not be sufficient to fully develop the new route, and provide suitable vessels to meet its requirements, but two, it is believed, will realize this expectation, and is sufficient for such estimates.

It will have been seen that one of the comparisons of routes has been made, on the basis that the Champlain Canal of New York remains without improvement, and in its present condition affords all the means that can be enjoyed in water transportation, between Whitehall and Albany or Troy. As this is a feature in the great idea of the proposed improvement that is not under the control of the Canadian Government, it appeared the dictate of caution to consider it in this view, as this exhibits the project in the least favourable light; and whatever can be realized under it, may be regarded as sure to be realized by the projected work.

Under this view the lumber trade cannot attain that benefit or extent that would be realized by opening the Champlain Canal on the size of a ship Canal, or to the size of the enlarged Erie Canal. If either method of enlargement of the Champlain were made, it is believed one-half of the Quebec lumber trade (or four hundred thousand tons per annum) would take that direction; but without such improvement one-half of this amount may I think be safely estimated on.

It has been shown that the trade of Lake Champlain, will be wholly enjoyed by the Canada route, and with the Railroad connections eastward from this Lake the total annual tonnage, including both directions, is estimated at 370,000 tons.

It is estimated as before shown, that by the time these improvements are in full operation, and their advantages fairly developed the trade of the Western Lakes will be annually (3,000,000) three million of tons including that in both directions. Under the circumstances now considered, the portion of this trade that seeks a market on the Hudson river, will have a preference of five cents per barrel on flour in favour of the enlarged Erie Canal. It is therefore obvious, the Canadian route eastward from Lake Ontario, can only participate in this trade at those seasons of pressure, when transportation rules above the ordinary rates. This usually occurs more or less in the spring and autumn, more especially the latter season. The rates on a barrel of flour ranged in 1851, from 43 cents to 60 cents, or difference of 17 cents. In 1852, from 47 cents to 68 cents, a difference of 19 cents; and in 1853, from 48 cents to 74 cents, a difference of 26 cents. It is therefore obvious that for a considerable portion of the season the Canada route would obtain fair remuneration, even with the disadvantage of the Champlain Canal of New-York in its present condition. Of the Champlain trade it must be borne in mind, that heretofore, say 100,000 tons have been carried by the Ogdensburgh Railroad, and form no part of that carried by the Erie Canal. Hence 270,000 tons will be the diversion from the Erie Canal route, to make up the Champlain trade. Leaving say 2,700,000 tons of Western trade bound to and from the Hudson, and which is to be competed for by the Canada route. Of this it is believed, from considerations before stated, the Canada route from Lake Ontario may obtain one-eighth, or say 300,000 tons.

The Western trade here considered forms no part of the existing trade of the St. Lawrence Canals, and will equally benefit those Canals as the projected St. Lawrence and Champlain Canal, and therefore the tolls that will accrue from its transit on both will be a result from the projected Canal. It is therefore proper to estimate the benefits on the whole line of Canal, through which the new trade will pass. Placing the toll on lumber which will only pass from the St. Lawrence to Lake Champlain on the projected Canal at one-fifth of a cent per foot, or at ten cents per ton of fifty feet, and on the Western trade at an average of 35 cents per ton, (about one-sixth less than the present rate of tolls on the Erie Canal) we have the basis of revenue from these sources. To these should be added the improved tonnage, that may be expected to result from the recent commercial treaty between Canada and the United States. That this will be considerable there can be no doubt; but as it is not susceptible of definite statement of tonnage, from any data at my command, it will be given at what I regard a cautious estimate.

Collecting the data before given we have as the probable business of the projected Canal,

250,000	Tons of lumber at 10 cents per ton	25,000
370,000	“ Lake Champlain trade at 35 cents per ton	129,500
300,000	“ Hudson River trade at 35 cents per ton	105,000
100,000	“ being improvement of general trade at 25 cents per ton	25,000

Result of comparison No. 1, \$284,500

With liberal allowances for repairs and maintenance, the next revenue may be considered (\$220,000) two hundred and twenty thousand dollars per annum. Though no improvement be made on the New York Champlain Canal, the trade of the Canada route will improve with the increase that must take place in the Western trade, at a greater ratio than has been taken for the above. The Erie Canal must annually become more crowded, and in a few years, this will be such as to increase the rate of transportation, and the delays of transit, that cannot fail to show a steady increase of trade by the Canada route; and may reasonably be expected within five years, from the time of its full operation to reach

one million of tons, instead of three hundred thousand, that with other trade will double the nett revenue above stated.

2ND. COMPARISON.

Champlain Canal of New York enlarged to the size of the enlarged Erie Canal.

If the Champlain be enlarged to the dimensions of the enlarged Erie Canal, it has been shown, that transportation by the Canada route would compare so nearly with that of the Erie Canal route, (the difference being only one and a quarter cents per barrel on flour) that the trade would be nearly the same; but let it be conceded there would be a difference in favour of the volume by the Erie Canal, it could not be great, and instead of one eighth, as taken in the first comparison, we may safely take $\frac{1}{4}$ of the Hudson trade from the Lakes. This condition of the navigation would secure a lumber trade from the St. Lawrence of (500,000) five hundred thousand tons per annum, and directly and indirectly give a large increased value to this trade.

Collecting our data we have the following as annual trade and revenue

500,000	Tons of Lumber at 10 cents,	.....	\$50,000
370,000	do. Lake Champlain Trade at 35 cents per ton, ..	...	129,500
1,080,000	do. Hudson River Trade at 35 cents per ton.....	.....	378,000
100,000	do. Improvement of General Trade at 25 cents per ton,		25,000
			2,050,000
	Result of comparison No. 2, .....	.....	\$582,500

Repairs and maintenance will be increased by business, and the nett revenue may be safely estimated at (\$485,000) four hundred and eighty-five thousand dollars.

3RD. COMPARISON.

Champlain Canal of New York, enlarged to a Ship Canal.

To enlarge the Champlain Canal of New York so as to admit Propellers of 500 to 600 tons, to proceed from Whitehall to New York, would be the appropriate consummation of the Canada route; and would enable it fully to divide the great Lake trade, seeking a market on the Hudson. By the comparison for this case, it appears the Canada route would afford slightly the cheapest transportation and requiring no transshipment, would be most expeditious. If one half of the Lake trade that seeks the Hudson now for its market, be assumed for the Canada route, it must be regarded quite safe.

Collecting our data we have the annual trade and revenue as follows:

500,000	Tons of Lumber, a 10 cents,	.....	\$50,000
370,000	do. Lake Champlain trade, a 35 cents per ton, ..	.....	129,500
1,350,000	do. Hudson River trade, a 35 cents per ton,....	.....	472,500
100,000	do. Improvement of general trade, a 25 cents		25,000
	per ton, .....	.....	2,320,000
	Result of Comparison No. 3, .....	.....	\$677,000

The nett revenue may be estimated at (\$550,000) five hundred and fifty thousand dollars per annum, and to be eventually, at no very distant day, increased to more than double this sum.

Collecting the several comparisons, the trade and revenue appear as follows :

Comparison No.	Total Tons.	Gross Tolls.	Nett Revenue.
1.....	1,020,000	\$284,000	\$220,000
do. " 2.....	2,050,000	582,000	485,000
do. " 3.....	2,320,000	677,000	550,000

As before observed, this amount of trade and revenue will be doubled in a very short time, after the improvement is brought into operation.

The great usefulness of the projected Canal, cannot be realized in its main features, without an improvement of the Champlain Canal of New York, and to make it complete this should be such as contemplated in the 3rd comparison above stated.

Will the State of New York provide such improvement? or, will jealousy for the revenue of the Erie Canal, induce her to refuse any co-operation, that may benefit the Canada route. At this time while that State is expending large sums for enlarging the Erie Canal, in the expectation, that when the Canal is enlarged, it will afford ample capacity for the Western trade, it is not probable any proposition of the above kind would be favourably received. On this subject I notice the remarks of your Honorable Board in their Report of 1853, before referred to: namely, the influence of vessels "at Whitehall, from the Western States, with cargoes of 500 tons" &c. I fully concur, that the influence they would produce, would be powerful on New York, to open a suitable channel through the Hudson. To the City of New York, this influence would come with great power; and if my views of the Western trade are to be realized, it will be apparent, by the time the above event can happen, that some collateral channel will soon be wanted to provide for the increasing volume of the trade; I have not doubted from the time the enlargement of the Erie Canal commenced, that its enlarged capacity would early find a full occupation and finally prove insufficient, and devoted at the time, all the influence I had, to induce the adoption of larger dimensions. But it was too early to obtain sufficient faith in such anticipations. History has, however, verified them, and nothing in the future can be more certain, than that the enlarged Canal, in less time from its completion, than it has been in construction, will be inadequate to fairly meet the wants of the increasing trade of the West; unless other provision be made, New York will again find this important channel too small for the accommodation of its trade. If the two routes were opened in complete order at the same time, they would excite a salutary competition, and give a *vast impulse to the Western trade*, while both would be well supported, and steadily grow together, in the enjoyment of its increasing volume. With these views there is no occasion of jealousy; for the time cannot be very distant, when they will have four millions five millions, and even six millions of tons annually to divide, and the end of increase is not yet. There is no speculation in this, if the ordinary course of things continue, and they produce their usual results. Nature has settled the question, and no other routes can divert this trade, provided they have their proper and obvious improvements. Its basis is such, that beyond question it will reach a magnitude unparalleled in the history of internal commerce.

The City of New York will obviously have a large interest in improving the New York Champlain Canal, and if the state should decline to make it, they may give the power to an incorporated Company to do the work, and it would be no great affair for the city to supply the means, which may be a good investment of money for individuals. No examination has been made to ascertain the cost of such work; but it is known the Champlain Canal was constructed at moderate cost. From what I have seen, and from information obtained from intelligent persons, who have been well acquainted with it, and the country through which it passes, there is believed to be no serious and not much expensive work required

for its enlargement; and that six millions of dollars would be sufficient for its completion. To this should be added for improving the Hudson river for about 20 miles below Troy, probably from one to two millions. For the latter, tolls should be charged on all vessels the same as on the Canal, and whether they come from the Canal or elsewhere, this improvement of the Hudson river as before observed, would be a great benefit to Troy and Albany, allowing coasting vessels to come up with 10 feet water. It is supposed that eight millions of dollars would do the whole. Suppose the present business of the Champlain Canal will pay the interest on the charge the state may make for the existing Canal, and we have the lumber and other new business brought by the Canadian route to pay the interest on the above, which, at 7 percent is \$560,000. This trade may be estimated at 2,000,000 tons per annum, within two years after the completion of the work, and will be subject to tolls at probably 5 mills per ton per mile, for 85 miles, including the Hudson river improvement. To this should be added the river tolls on other vessels from Albany and Troy, at least one million (and probably two) of tons, which together, make annual tolls (9) nine hundred and fifty thousand dollars, with a reasonably certainty of doubling in ten years. It may be regarded therefore, as a good field for individual enterprise.

Whether by the State of New York or by an incorporated Company, the suitable improvements of the New York Champlain Canal is a work that must eventually be done, and I therefore regard it only as a question of time.

Sixth.—Description of the several routes for the proposed Canal from the St. Lawrence to Lake Champlain, with estimates of Cost.

In accordance with the intimations I received from your Honorable Board, surveys have been made on four distinct routes: namely, one commencing at Sorel, the confluence of the Richelieu or Chambly River with the St. Lawrence; the second commencing at Longueuil, on the St. Lawrence, nearly opposite the city of Montreal. The third at Caughnawaga on the St. Lawrence; and the fourth at a point on the Beauharnois Canal, $2\frac{1}{2}$ miles above the foot of Canal. All the routes terminating at the Town of St. John's, the foot of Lake navigation.

The country has been very thoroughly examined, and lines have been formed, that it is believed will very nearly indicate the proper ground for a final location, on either route, that may be adopted; and it may be said, they are all quite practicable, so far as engineering works are concerned.

The *first or Sorel route* follows the channel of the River Richelieu from Sorel to the lower termination of the Chambly Canal, a distance of about 46 miles. This has the improvement of the Lock and Dam at St. Ours. The channel is generally very direct in its course, and has a good depth of water. By the Dam at St. Ours, the water in the shallow places has been raised to a minimum of 7 feet in depth. To make it 10 or 11 feet it is only necessary to raise the Dam and Lock at St. Ours a corresponding height. From Chambly to St. Johns, about twelve miles enlargement and improvement of the Chambly Canal will complete the work. This, as will be seen is the least expensive route. The total length from Sorel to St. Johns is (58) fifty-eight miles.

The *second or Longueuil route* is (28.28) twenty-eight $\frac{28}{100}$ miles in length. This line on the survey, proved longer than was anticipated from the general appearance of the country. It was found the long and deceptive (to the eye) undulations force the line into circuits, that inevitably increased its length. It strikes the Caughnawaga line, near Little Montreal River, from which point to St. Johns, it is common to the Caughnawaga line, on the Champlain level. Its entrance into the St. Lawrence at Longueuil, is not favorable for the construction and maintenance of wharves and piers for the accommodation of vessels. This is owing to the strong current near that place and the action of moving ice.

The *third* or *Caughnawaga route*. It is proper here to observe that two routes have been surveyed; one on the Champlain level, and one, by a more direct line, with a summit of $37\frac{1}{2}$ feet above Lake Champlain. That by the Champlain summit is ($34\frac{46}{100}$) thirty-four $\frac{46}{100}$ miles in length, and by the direct line ($25\frac{51}{100}$) twenty-five $\frac{51}{100}$ miles in length. The Champlain level has two ascending locks from the St. Lawrence, and a guard lock at St. Johns. The latter will very frequently be used as a lift lock, owing to the changes in level caused by winds on Lake Champlain. The direct line will have eight locks, five ascending, and three descending to Lake Champlain; or six lift locks more than the Champlain level, and near, say nine miles less length of Canal. The direct line must be supplied with water from the St. Lawrence, and will require a feeder of ($16\frac{19}{100}$) sixteen $\frac{19}{100}$ miles in length. The feeder will enter the Canal at a point ($4\frac{1}{10}$) four and $\frac{1}{10}$ miles from its terminus at Caughnawaga. The entrance into the lock at Caughnawaga is about one a half miles above the Railroad and Ferry wharf. This is the nearest point at which a good entrance, with depth of water and quiet current could be obtained. The situation is very eligible for the wharves and piers that will be required; very safe, and by means of a small Island immediately above, very capacious accommodation may be made at moderate expense for the lumber trade, in changing from the river to the canal, as well as for vessels, in their transit between river and Canal.

The *Fourth*, or *Beauharnois Route*. This route commences on the Beauharnois Canal ($2\frac{1}{2}$) two and a half miles above the foot of Canal, and makes a junction with the Caughnawaga direct line, at point ($4\frac{1}{10}$) four and $\frac{1}{10}$ miles from Caughnawaga. The distance from Beauharnois Canal to said junction, is ($16\frac{19}{100}$) sixteen $\frac{19}{100}$ miles. If made a feeder, this would be its length. If made a Canal, and regarded as a distinct line, then the line from the junction with Caughnawaga direct line, would be the same as the said direct line, to St. Johns; in other words, the two lines would be common from the junction to St. Johns. Regarded as one of the routes for the proposed Canal, the length from the commencement on the Beauharnois Canal to St. Johns, is ($37\frac{66}{100}$) thirty-seven $\frac{66}{100}$ miles, and will fall into the Champlain level at St. John's, by three locks, having an aggregate lockage $37\frac{1}{2}$ feet. To compare this with Caughnawaga route, Champlain level, we have Canal navigation in the Beauharnois

Canal.....	2.50 miles.
Caughnawaga to St. Johns.....	34.46 "
<hr/>	
Total miles of Canal,.....	36.96 "
Or, Beauharnois route.....	37.66 "
Caughnawaga route, Champlain level.....	36.96 "
Difference in favour of Caughnawaga route.....	00.70 "
nearly $\frac{3}{4}$ of a mile.	

In Lockage.

Caughnawaga route or Beauharnois Canal.....	6	
Or, Caughnawaga Canal.....	2	8 Locks
<hr/>		
Beauharnois route.....	3	"
<hr/>		
Difference in favour of Beauharnois.....	5	"

besides the Guard Lock, that would probably, half the time, make the difference six Locks,

It therefore appears the Caughnawaga route will have the advantage of $\frac{3}{4}$ of a mile in distance, and the Beauharnois five (to six) locks, the advantage in lockage and save wholly the navigation of Lake St. Louis (14) fourteen miles. Caughnawaga route, direct line, we have Canal navigation, on Beauharnois

Canal	2.50 miles.	
Caughnawaga to St. Johns.....	25,57	
Total miles of Canal.....		28,07 " "
Or Beauharnois route.....		37,66 " "
Caughnawaga direct.....	28,07	" "
Difference in favour of Caughnawaga route.....		9,59

In Lockage.

Caughnawaga route, namely, on Beauharnois Canal,	6	
Caughnawaga Canal.....	8	
	—	14 Locks.
Beauharnois route.....	3	" "
Difference in Locks in favour of Beauharnois route,.....		11

The Caughnawaga direct route will have the advantage of say (9 $\frac{1}{2}$) nine and a half miles in distance, and the Beauharnois route the advantage of (11) eleven locks, and as before stated avoid or save the navigation of Lake St. Louis.

With the size of Canal proposed walled on both sides as it will be designed, with a large proportion of Canal extra width which may be secured at reasonable extra cost, I consider the passage of one lock as being rather over an equivalent for one mile in length of Canal navigation. If, therefore, the Western trade was to be alone considered, there can be no doubt the Beauharnois route will most effectually secure it. But other considerations must not be overlooked in this question of route and they will be hereafter considered.

It has been suggested that a more favourable route could be found, by starting from the St. Lawrence at some point on Lake St. Francis, and by a higher level command the intervening country between that and Rouse Point, and wholly avoid the navigation of the river formed portion of Lake Champlain east of St. Johns or the greater portion of it. There has not been time to examine this route, so as to form any definite opinion of its merits. It will no doubt be longer than the Beauharnois route and have more length of Canal navigation with the same lockage. If it was supported there would be any material difficulty in making a good navigation from St. Johns to Rouse Point, this route would assume more importance. It is true some portion of the Channel between those points is not of sufficient depth of water; but these are not of great extent, (most of the Channel being good both in depth and breadth) and from examination it is believed, may be dredged at moderate expense so as to render it fully adequate. The bottom appears to be of soft mud; that must be reduced from one to three feet, and when once removed and subjected to an active steam navigation, will easily be kept a sufficient depth. Other considerations that will be shown hereafter induces me to believe there can be no great importance in prosecuting this subject further; but if thought expedient, an instrumental examination may be made to more fully test its character.

Collecting our data.

The several routes from the St. Lawrence to St. Johns in length and locks, are as follow :

ROUTES—TABLE No. 1.

	Length in Miles.	No. of Locks.
First of Sorel River 46 canal 12	58.	9. 1Ga.
Second or Longueuil.	28.28	6. 1Ga.
Third or Caughnawaga, Champlain level... ..	34.46	2. 1Ga.
Do do Direct line.	25.57	8.
Fourth or Beauharnois	37.44	3.

The length of canal and river navigation on the several routes from a common starting point at the junction of the Beauharnois route with the Beauharnois Canal, will be as follows, (including the St. Lawrence Canals,) counting Guard Lock at St. Johns as one Lock.

ROUTES—TABLE No. 2.

	River Navigation in Miles.	St Lawrence Canals in miles.	St. Lawrence and Champlain Canal in miles.	Totals.	
				Miles of Canal.	No. of Locks.
First or Sorel	110	10.50	12.	22.50	21
Second or Longueuil	17	10.50	28.28	38.78	18
Third or Caughnawaga, Champlain level	14	2.50	34.46	36.96	9
Do do Direct line	14	2.50	25.57	28.07	14
Fourth or Beauharnois ... ..	..	...	37.36	37.66	3

One lock is considered rather more than an equivalent to one mile of canal, in the expense or time of navigation. The difference would be greater, if considered in regard to the expense of repairs and maintenance. Taking as a rule that they would be equal, and reducing the length of canals and locks on this basis, the comparison would stand as follows, comparing from the same point on the Beauharnois Canal as above.

ROUTES—TABLE No. 3.

	River Navigation, in Miles.	Total Canal, in Miles.	Total River and Canal, in Miles.	Total No. of Locks.	Equivalent in Locks and Canal, in Miles of Canal.
First, or Sorel	110	22.50	132.50	21	43.50
Second, or Longueuil	17	38.78	55.78	18	56.78
Third, or Caughnawaga, Champl. level	14	36.96	50.96	9	45.96
Third, or direct line.	14	28.07	42.07	14	42.07
Fourth, or Beauharnois.....	.....	37.66	37.66	3	40.66

The last column, it will be observed, is only a comparison of the artificial works, and does not consider the river navigation. It remains to make comparison of the cost of navigation, including river and canal. In the comparisons that have been instituted to show the relative cost between canal and river or lake transportation, one mile of the former has been considered equal to near three miles of the latter, but that included tolls. If tolls be left off it will be something less than two of river to one of canal; assuming for this comparison the ratio of two to one, the cost of navigation would be shown by including river, canal and locks, (exclusion of tolls,) and will be as follows:

ROUTES—TABLE No. 4.

	Total length of River and Canal in miles.	Total equivalent to miles of Canals.
First, or Sorel	132.50	98.50
Second, Longueuil	55.78	68.25
Third, Caughnawaga Champlain level	50.96	52.96
Do do Direct line	42.07	49.07
Fourth, Beauharnois	37.66	40.66

If tolls be added on the portion of canal on each route at 5 mills, or half a cent per ton per mile, it may be represented by adding to the last column in Table 4, $\frac{1}{5}$ of the actual length of canal, which is the proportion of the cost of canal transportation allowed for toll; the comparison by miles of canal, will be as follows:

ROUTES—TABLE No. 5.

	Toll on Canals in Cents, per Ton.	Toll will increase. — Length of Canal in Miles.	Total Canal representing the last column in the above table and including Tolls.
First, Sorel	11.25	14.06	112.55
Second, Longueuil	19.39	24.20	92.45
Third, Caughnawaga, Champlain Level	18.48	23.10	78.06
Third, Caughnawaga, direct line	14.04	17.55	66.62
Fourth, Beauharnois	18.83	28.55	64.21

It appears from Table No. 4 that the cost of transportation, without regard to tolls, will be the cheapest on the Beauharnois Route, by nearly one-fifth. And from No. 5 including tolls, it will be near four per cent. cheaper than the most favorable of the other routes, or than the Caughnawaga Direct route for the Western trade.

It will have been perceived that the above includes a portion of the canals on the St. Lawrence, that are now in operation and can form no part in comparisons for cost of construction. I now proceed to state of estimated cost of construction for the projected St. Lawrence and Champlain Canal on the several routes.

Estimated Cost of Construction.

Routes.	Dollars.	Cts.
First, Sorel	2,016,080	
Second, Longueuil.....	3,478,360	
Third, Cau. Inawaga, Champlain level	3,706,231	
Do do Direct line.....	3,287,240	
Do do Feeder made navigable.....	4,267,890	
Fourth, Beauharnois.....	3,369,400	

For details of the preceding estimates, I beg leave to refer to the accompanying report of E. H. Tracy, Esquire, who has conducted the surveys. The estimates have been made under my advice, and with much more care than usual in such examinations. They show larger cost of work than has heretofore been estimated. It is known that hasty preliminary estimates for such works, are usually insufficient to meet the cost of construction, and as this examination has been more full, ascertaining more completely the items of cost and the value of work to be done, it should be expected to be more accurate, and consequently more reliable. The aggregates have appeared to me large, but after review it has not appeared proper to reduce them. The canal is larger, and it is designed to be well executed, with side walls the whole length, and in every respect suitable for the best accommodation of the navigation. The canal, you will see, is larger, and the locks longer than provided for in former estimates. The plan of construction has aimed at stability and permanence, and furnish a work that will require comparatively small annual repairs. I feel confident they will be found a good approximation to the actual cost of constructing the work.

I feel great pleasure in saying that Mr. Tracy has conducted the surveys with energy and skill, which is neither more nor less than I expected; and that the assistants placed under his charge by your Honourable Board have cordially co-operated, discharging their respective duties with a highly commendable assiduity and intelligence.

Seventh.—The advantage of the several routes proposed, for the trade that is to be accommodated.

In the description there has been incidentally some reference to the respective advantages of the several routes.

First or Sorel Route.

So far as designed to be a Channel for that portion of the Lake trade that seeks a market on the Hudson river, this cannot be recommended as the proper one for the proposed Canal. It will not be the most favourable for the lumber trade of the Ottawa and the St. Lawrence above the mouth of the Ottawa. The cost of transportation from Sorel to St. Johns as I am informed, is one cent per cubic foot of timber. I am not able to say what the cost of transportation (by rafting) is, from the mouth of the Ottawa to Sorel. The distance is nearer 60 miles and a portion of the Rivers St. Lawrence and Ottawa between these points is difficult, and the cost including risk and the delay that must attend that route, I suppose would be not less than half a cent per foot, and make the total cost to St. Johns by this route, one and a half cents per cubic foot, or seventy-five cents per ton at 50 feet. If the same aggregate toll be charged (one-fifth of a cent per foot) as now charged on the Chambly, the transportation from Lake St. Louis to St. Johns' would be, not exceeding three-fifths of a cent per foot, or thirty cents

per ton of fifty feet, or a saving of nearly one cent per foot. It must be kept in mind that whatever cheapens the route to the Hudson river, not only enhance so much of what may take that route, but will also enhance the value of that which goes to Quebec, and viewed in all its bearing the apparently small sum of one cent per foot, must be regarded as worth from a quarter to half a million of dollars per annum to this lumber trade. With these remarks I must leave the Sorel route as quite out of the question.

Second or Longueuil Route.

The termination on the St. Lawrence is very unfavourable for the lumber trade. Whatever of it goes down the Ottawa to its junction with the St. Lawrence, would not (and could not in rafts) be brought up to the Canal at Longueuil. It must be brought down the Lachine rapids, and owing to the strong currents in the river opposite and above Longueuil, it would be difficult to stop the rafts at the terminus of the Canal, and if they should pass it they would probably go on down the St. Lawrence, rather than attempt to bring them back against so strong a current as prevails in this part of the river. It is not therefore believed the lumber trade of the Ottawa and St. Lawrence could derive much benefit from the Canal on this route.

The strong current in the river between the terminus of this route and Montreal would be unfavourable for vessels entering and leaving the Canal. For the Western trade destined for the Hudson, the Beauharnois route would be thirty per cent. including tolls, and forty per cent. without tolls, more favourable, and the Caughnawaga direct line, including tolls twenty-eight per cent. more favourable than the Longueuil route, and give the most favourable accommodation by the latter route to the lumber trade of the Ottawa and the St. Lawrence above the junction of the Ottawa in Lake St. Louis. The only circumstance in favour of this route is, that the trade would pass Montreal and might find a market in that City, and would so far improve its commercial interests. This it is desirable to secure, if it can be done consistent with the main objects of the enterprize. How far the Canadian Government may consider it proper to hazard this, for such incidental benefits as would result to Montreal, it is not my province to decide. The navigation is now open and free to Montreal, and whatever route may be adopted for the projected Canal, it is not supposed it will direct any trade from her, but rather in any event bring a large trade so near her door that she can secure from it all that her commercial position will enable her to command.

Montreal will have no privilege taken from her, and will have increased inducement to improve every natural advantage she possesses; this new channel of a great trade will be near and tend to promote every branch of industry, increasing the inducements to improve the vast hydraulic power in her vicinity, and thereby multiply the sources of her wealth.

Viewing the enterprize as in the main designed to improve the value of the St. Lawrence Canals, as well as the Welland, to enhance the value of the great lumber interest of the St. Lawrence and its tributaries, and to improve the facilities of commercial intercourse with the United States, I am constrained, (much as I should be gratified to second the wishes of Montreal,) to pass by the Longueuil route, as not the proper one, to secure the great object of the projected Canal.

In the conclusions to which I have arrived in regard to the first and second routes it has not appeared important to regard as material, the estimate of the cost in construction. Other considerations are too decided to permit the entering of this as a material element in the comparison.

Third, or Caughnawaga Route, Champlain level.

It appears this route has been more generally regarded than any other for the projected Canal. It enters the St. Lawrence near the foot of Lake St. Louis, where a smooth sheet of water allows good facilities for vessels to enter and leave the Canal. For the convenient and ample accommodation of the lumber trade in transit from the St. Lawrence to the Canal. By this route a large portion of the Chambly Canal would be enlarged, and render it easy to give the same character of navigation to the mouth of the Richelieu, should it hereafter appear that the trade with the Lower St. Lawrence would warrant it.

It appears from Route Table, No. 5, the cost of transport including tolls will be twelve per cent. more on this route than by the direct line from Caughnawaga, and about 16 per cent. more than by the Beauharnois route.

Fourth, or Beauharnois route and direct route from Caughnawaga.

These routes are very nearly equal in regard to the Western trade, the difference being nearly, say four per cent. in favor of the Beauharnois route, including toll. The toll, however, in this comparison is nearly five cents per ton more than on the Direct Caughnawaga route; and on two millions of tons, the revenue would be near one hundred thousand dollars per annum greater. This would provide for an extra expenditure of over one million of dollars. The Beauharnois route will not provide for the Ottawa lumber trade, nor well for the trade of the lower St. Lawrence that may seek Lake Champlain and the Hudson. The Caughnawaga terminus is clearly the best for this. Here the Ottawa lumber comes in well, and it would not be able to reach the Beauharnois Canal without too great expense. The trade of the lower St. Lawrence above referred to, would find via Montreal and the Lachine Canal, a convenient and cheap transit via Caughnawaga to Lake Champlain; and would be subject to delay and extra expense if required to go by the Beauharnois Canal, and thence to Lake Champlain, which would probably prevent this branch of trade from taking the proposed Canal at all.

It has been stated, the Beauharnois route makes a junction with the Caughnawaga Direct route, at a point ($4\frac{1}{10}$) four and one-tenth miles from its terminus at Caughnawaga. If therefore the Feeder required for the Direct route, is made navigable, a practical union of the two routes would be effected, that would provide for the best accommodation of the several interests of trade above referred to. If a route can be found that will secure in the best manner, all the great objects of the enterprize, it is clearly the one we are in search of. The Caughnawaga, Champlain level does not secure this. It is about 12 per cent. less favorable for the trade that collects in Lake St. Louis, and near sixteen per cent. less favorable for the Western trade, that seeks the Hudson. No adequate benefit in my judgment, would be obtained to compensate for this loss, especially when it is considered, that the general question of competition with a rival route is such that all the attainable sources of advantage should be carefully secured in the route adopted. The direct Caughnawaga line, with the Feeder made navigable, will be more expensive than the Caughnawaga route on the Champlain level, and less expensive if the Feeder is merely to supply water for the Canal.

The estimates have been stated, but for convenience they are here repeated as follows:

Caughnawaga Route, Direct line	\$3,287,240
do do do Feeder made navigable....	4,267,890
do Champlain Level.....	3,706,230
Beauharnois route.....	3,369,400

It will have been observed that in the preceding comparisons, toll has been charged on all at the same rate per mile. Of course the longest line would pro-

duce the largest revenue, the tonnage remaining the same. The Caughnawaga route, Champlain level has nearly the same length of canal as the Beauharnois route, and consequently they produce nearly equal tolls. In this case the comparison of Route Table No. 5, very nearly represents their relative merits, except as to cost of construction. The Table 5 shows, that for economy of transportation, the latter route to be about (16) sixteen per cent. more favorable than the former, and the estimates show it to be more favorable in cost of construction by the difference (\$336,830) three hundred and thirty-six thousand, eight hundred and thirty dollars. As between these two routes, the Beauharnois route in its superiority for the Western trade, and in cost of construction, should be preferred to the Caughnawaga route, Champlain level. On this point there can be no doubt, but it does not provide for other items of trade as before observed.

The Caughnawaga direct route provides on the whole the best accommodation for the aggregate trade of either route, but being shorter it produces less revenue. If an aggregate toll instead of a rate per mile was instituted, the comparison would be less favourable for this route ; giving it an advantage of seven instead of twelve per cent over the Caughnawaga Champlain level, and instead of route four per cent it would be about seventeen per cent inferior to the Beauharnois route for the Western trade. In cost of construction the estimates show it to be more favourable than the Champlain level, by a difference of (\$418,990) four hundred and eighteen thousand nine hundred and ninety dollars.

The Caughnawaga direct route, with Beauharnois Feeder made navigable, is clearly the route, that will most fully provide for all the great sources of the trade, it is important to accommodate by the projected Canal. It will have been perceived that the cost of construction on this plan, will be greater than any other route exceeding that by,

The Champlain level.....	\$ 561,660
Direct route, with Feeder of supply.....	980,650

It has been observed, that if equal aggregate tolls be charged on each instead of a rate per mile, the superiority of the Beauharnois for the Western trade is seventeen per cent over the direct route from Caughnawaga, and if toll charged per mile, the revenue on the former will exceed that on the latter about one hundred thousand dollars per annum, on a trade of (2,000,000) two million tons, which would be an ample sum for interest on the extra cost and maintenance of work, this revenue to increase with the increase of trade. The direct Caughnawaga route with Beauharnois Feeder made navigable is the direct route, with the Beauharnois Junction Canal. If the latter be adopted then all the great interests of the trade it is designed to accommodate will be provided in the best manner. The portion of lines are shown on a liberal scale, by the map prepared by Mr. Tracy, and is herewith submitted. By this the relative locations will show in the leading geographical characteristics, the respective facilities of each. It will be seen that by this plan, the lumber trade and the trade of the lower St. Lawrence will be well provided for at Caughnawaga, and especially the former will have the best accommodation that can be secured ; while the Western trade will have the best provision for its economical transport that is attainable. It is proper to remark, that the comparisons of transportation and estimates of revenue have been based on the Caughnawaga Direct Route with Beauharnois Junction.

Keeping in view that the projected Canal will involve the interests of a long line of navigation, materially affecting the artificial portions, made, or to be made for its completion, and that in its trade it must in some important respects meet the influence of a rival route ; I have no hesitation in recommending the Caughnawaga direct route, with Beauharnois junction. as adapted to fulfil in the most eminent degree all the great objects of trade that are to be either secured or promoted by the work. In arriving at this conclusion, I trust the details that have been given will fully sustain the opinion to which I have arrived.

Concluding Remarks.

The estimates have been made in decimal currency to avoid errors to which I would have been exposed in adopting a currency I am not accustomed to, and as it will be quite immaterial in comparisons, will not I apprehend be a source of material inconvenience to others.

In discussing the questions that have been presented in this Report, it has been the design to adhere to a cautious regard of their bearing, and guard against leading to any inducement for expenditure that would not be substantially realized; and at the same time to give due weight to the interest of the enterprise under consideration.

In regard to the Lake trade, it is believed very few who have given the subject careful attention, will regard it as over estimated. The competition for it by Railroad would generally have been regarded more formidable a year ago, than at the present time, although the circumstances of the past year have been peculiarly favorable for freight on railroads. It has, however, added a chapter to experience, which leads to correct conclusions, and in this going to show that in long voyages they cannot hold important competition with good navigation for heavy freights. If there remain any doubt on the public mind in relation to this question, the completion of the enlarged Erie Canal, and the opening of the Canada route between the Lakes and the Hudson, I am confident will completely dissipate it. In this no feeling adverse to Railroads is indulged; they have their appropriate field of usefulness and cannot be dispensed with.

The discussion of the question of competition with the enlarged Erie Canal, is believed to have been very guarded, leaving every consideration of a speculative character out of view. It was assumed that all of the Canals of the St. Lawrence would be used in both directions; which I suppose will not be the case for those in the Williamsburg District, where vessels descending will find a sufficient channel in the river, thereby saving time and expense. It has been suggested that improvements may be made so as to avoid, in descending, the other Canals. Possibly this may be done; but I should not like to encourage any expectation of benefit from this source. It would require much improvement of Channel, to navigate a Propeller of 600 tons, with reasonable safety through the rapids opposite the Cornwall and Beauharnois Canals. So far as I am informed on this point, no advantage can be promised to the route from this source, and therefore none has been anticipated. If it shall hereafter appear that my views have been formed on an inadequate knowledge of the facts, and vessels with heavy freight may make the navigation of the rapids with safety, it will be a boon to the route I have not anticipated.

In comparing transportation by Canals, no superiority has been assumed in the economy of the Canada Canals, over that by the enlarged Erie Canal, though the former is very nearly three times the sectional area of the latter. That the Canada route will derive advantage in this, can hardly be doubted. On the whole, I have come to the conclusion that the two routes when completed, will most probably hold such a competition, that they will essentially divide the Lake trade. The difference between them in the transportation expenses, will not be sufficient for either to control, or, monopolize so large a trade; and this I regard a safe basis in estimating the trade of the Canada route.

Considering the benefits that will accrue to Canals already made, I have shown that it is safe for the Canada Government, to construct the proposed Canal, even if the Champlain Canal of New York is not enlarged, when that Canal shall be enlarged, (as I believe must be done at no very distant day,) the revenue from the St. Lawrence and the St. Lawrence and Champlain Canal must be large. As another power must be depended on to enlarge the New York Champlain Canal, it has appeared the dictate of prudence to examine the prospect of

trade and revenue on the minimum basis, namely, that such co-operation should not be extended. From this it appears the tolls may be estimated, for the second year of operation, including toll on this trade for that portion of the St. Lawrence Canals through which it will pass, at (254,000) two hundred and eighty-four thousand dollars, or after allowing for repairs and maintenance (220,000) two hundred and twenty thousand dollars; and that there is good prospect that in five years the tolls will be double this sum, or say nett, (\$400,000) four hundred thousand dollars per annum; nearly half which may be carried to the credit of the St. Lawrence Canals after paying interest on the cost of the St. Lawrence and Champlain Canal. This may be regarded as a minimum result; and when to the ordinary Canal revenue, the general benefits of improved and extended commercial intercourse, is added, the inducement is highly worthy the enterprise of your Government, and can have no hesitation in recommending the early construction of the proposed Canal, from St. Lawrence to Lake Champlain, as a work eminently calculated to promote the interest of Canada.

It will be noticed, that I recommend less width of Lock, than on the Saint Lawrence Canals. This would not be very important if no other Locks were to be built than required for the proposed Canal. But I must regard this question as embracing the enlarged Locks on the Welland Canal. I have given my reasons in detail for the width I recommend, and your Honorable Board will judge if I have comprehended the subject. Being fully impressed with the idea that freight is to be the great trade of this Canal, and that Propellers *mainly*, with some sail vessels, will be the craft that will bear trade, it does not appear to me wise to subject this main business, inconvenience, expense, or delay, for the purpose of providing for a remote, uncertain, and, in my judgment, improbable use of side-wheel steamers. The screw is now used even for tug boats; it has come in subsequent to the side-wheel, and especially for freight, has fully established its superiority. If then, the width of Lock is sufficient and best for this class of vessels, the object is secured. The width has been presented, after much discussion with experienced navigators on the Upper Lakes, and, to my judgment, appears adequate. The Lock will be sufficient to pass with great ease and convenience, a Propeller of 600 tons, and if one foot in depth is added to the water, it will be capable of easy passage of vessels of 700 tons. The Lock, as proposed, corresponds with the Welland Lock as 83 is to 38, and with one foot additional depth of water, the comparison is as 91 to 38. In giving the capacity of vessels, I take that regarded to be of most convenient management and the best form of construction of the navigation, and the relative sizes show that the proposed Lock has $2\frac{2}{3}$, the capacity of the Welland Locks, and with one foot added to the depth nearly $2\frac{1}{2}$ times. If, however, it should be regarded as probable, that some new development may demand vessels requiring greater width, it may be adopted to meet such anticipation. For the present, I do not see the probable necessity.

I have cautiously guarded against overstating the advantages of the route recommended. In allowing two miles of river navigation to be one of Canal exclusive of tolls, I am sure it is more true as to time than expense of transport if, as in the comparison, locks are excluded, or which is the same made to add to the length of Canal, by allowing one mile of Canal for each Lock. It may be said a feeder of supply may be made in the first place and afterwards enlarged to a Canal. I cannot recommend this; it can never be so well done as at first, and it is moreover important to put this work into the most effective operation in the first instance, to secure not only its appropriate and direct benefit, but to influence the opening of the New York Champlain Canal at the earliest day.

The dimensions of Canal with side walls as proposed will make a good channel for the first class of vessels proposed. The form of the ground favourably admits of making a large portion (about two-thirds of the length) with a

width ranging from 150 to 250 feet, and vessels may easily and cheaply be propelled through it, at the average rate of five miles per hour. The plan is suitable for the great purpose it is designed to serve, and when completed, I do not doubt, will be creditable to the Government, and fulfil the high purposes of usefulness that have been anticipated from its construction.

Let this entire enterprise be properly completed, and a Merchant at Chicago may draw his bill on New York, on a cargo of produce at thirty days, and depend with usual certainty on the arrival of the vessel, the sale and collection of proceeds in time to meet his draft.

Regarding the vast magnitude to which the Lake trade must reach, the extent and excellence of the navigation, this route presents an inland communication, that for *grandeur in outline, and commercial importance, has no equal on the globe*. The idea of a vessel of 500 tons or 700 tons loading at an inland port, and proceeding without breaking bulk, two thousand miles without meeting currents in either direction, to reach a port on the ocean can no where else be indulged. The promotion of the artificial portions of this navigation, will reflect honor on the intelligence and enterprise of the Canadian Government, giving new claims to that progress in civilization that is strongly marked in works designed to improve the social and commercial intercourse of mankind.

The instructions I had the honor to receive, embraced questions of great importance which have been treated in as much detail as appeared necessary. It has appeared important that these preliminary proceedings, should fully unfold the great characteristics of the enterprise and at the same time it should not be encumbered with unnecessary detail. It has been my purpose to present each question in such a manner as would show the basis of the opinions given, leaving others the means of judging, whether or not those opinions were well founded. And your Honourable Board will judge, if the duty has been performed with an intelligence that will be beneficial to the great enterprise that has been under consideration.

Respectfully submitted,

(Signed,)

JOHN B. JARVIS,
Civil Engineer.

Montreal, 13th February, 1855.

TABLE A.

Table with 32 columns: Names of Boats, Propellers, Length in feet, Breadth in feet and inches, Depth in feet and inches, Draught of Water (Light/Loaded), Tonnage (Measurement/Actual/Cost), Number of Boilers, Kind of Iron, Whole amount of steam room above water, Maximum pressure in side of Boilers, Effective fire surface, Internal diameter of steam pipes, Internal diameter of water pipes, Diameter of opening of safety valves, Diameter of plunger of pumps, Length of stroke of plunger, Average number of strokes per minute, Length of strokes of engines, Diameter of cylinder, Number of engines, Average number of revolutions per minute, Point at which steam is cast off, Diameter of main journals, Diameter of screw, Pitch of screw, Number of blades, Length of blades fore and aft, Cords of wood per hour, Pounds of coal per hour, Remarks.

RETURN

IN part to an Address from the Legislative Assembly, of the 8th instant, for Copies of Documents relative to the Survey and Improvement of the Rapids of the River St. Lawrence.

By Command,

G. ET. CARTIER,

Secretary.

Secretary's Office,

Quebec, 30th March, 1855.

REPORT

Upon the Examination and Survey of the River St. Lawrence, from Prescott to the Head of the Lachine Canal, and certain experimental blasting operations made during the Summer of 1854.

The undersigned have the honor to report that, in accordance with the instructions contained in the agreement of October 18, 1853, between them and the Honorable Commissioners of Public Works, they have examined and partly surveyed the River St. Lawrence, from Prescott to the Head of Lachine Canal, with a view of ascertaining, "1st., the character and extent of the obstructions which would have to be removed in order to procure a navigable channel throughout the whole of the Rapids of the St. Lawrence, from Prescott to the Head of Lachine Canal, such channel not to be less than two hundred feet in width, to have at no place, at low summer water, a less clear depth than twelve feet, and in the Rapids, subject to much swell, not less than thirteen feet;" "2nd., the cost at which such improvement could be carried out."

That they have fired fifty sub-marine charges of one hundred and twenty-five pounds of powder each, as an experiment in different parts of the Rapids, for the purpose of ascertaining whether M. Maillefer's new method of blasting rocks under water without drilling could advantageously be made use of for the contemplated improvement.

They are happy to say that both the surveying and the blasting operations have been entirely successful; that it is practicable to open a channel of sufficient width and depth for vessels drawing ten feet, by means of removing the obstructions; and finally, that this great improvement can be carried out for an outlay of not exceeding one hundred and eighty thousand pounds (£180,000.)

The obstructions which it will be necessary to remove are in the Galoppe Rapids, the North Channel of the Long Sault, and the Rapids between Lakes St. Louis and St. Francis, of which the latter are the most extensive.

Before proceeding to describe these obstructions, and to estimate the cost of their removal, the undersigned beg leave to submit some general remarks relative to, 1. Their surveying operations; 2. The maps which accompany this Report;

3. The required width and depth of channel ; 4. The low summer water ; 5. The experimental blasting operations ; and 6. The estimates of cost.

1. *Surveying operations.*

The examination of the Channel was made in parallel lines, soundings being taken in the usual manner, the Surveying Barge used on the occasion was provided with tubes through which measured poles could be passed to any depth and easily moved up and down ; a mode of operation which was also made use of for the purpose of ascertaining whether or not the Channel was obstructed ; whenever a doubtful spot was found a more close examination was at once resorted to, and when it was ascertained to be necessary a thorough survey of the locality was made. It is hardly necessary to remark that to make a Marine Survey it is required that a triangulation of the adjacent shore lines shall be made, and proper stations established from whence sights can be taken to the surveying vessel at the Galloppe Rapids and the North Channel of the Long Sault, the obstructions being concentrated in one spot, the necessary stations could easily be established on a measured base line on shore, and no triangulation was required. But between Lakes St. Francis and St. Louis the obstructions were found to be so numerous and extensive, that it became necessary to survey that whole portion of the river, and consequently to complete the triangulation made in 1852 by Mr. James Stewart, C. E., which embraced the Côteau and Cascades Rapids, their labors in this particular are apparent on the Maps accompanying this Report. The undersigned beg leave in this connection to acknowledge the accuracy with which Mr. Stewart's triangulation had been made throughout, and the utility of his Map in their survey. Having accomplished these preparatory operations which from the great number of Islands, the width of the river, and the difficulties of Communication, required considerable time and labor, they proceeded to the examination of the different Channels in the following manner : The mode of surveying by sounding lines between stations on shore, or to and from buoys could only be made use of where the current was not strong and had to be abandoned in the Rapids proper. Here the swell below the *Chutes*, and the current above make it impossible to move a vessel with any degree of accuracy, and even the mere crossing in a boat is generally impracticable. The only available mode of operation, and therefore the one adopted, consisted in anchoring Scows at convenient distances one from another across the current determining the position of them from the stations ashore, and then in dropping down life-boats on measured cables. Each life-boat was manned properly with a Captain at the helm, an experienced man to take the soundings with a measured iron or wooden pole, and an assistant to book them. For every one or two hundred feet which the boat descended, a flag was raised, and the position of the boat determined instrumentally, from at least two stations on shore, by assistant engineers. It can easily be conceived that labor of this character occupies much time because only one line of soundings can be taken from each anchorage, and because the moving of Scows across the current, with a view of placing them in position, is attended with great difficulty, and sometimes with danger. It was frequently impossible, by one day's hard work to obtain more than one single line of soundings, and more than one day was entirely lost, when a Scow dragged her anchor in consequence of the extraordinary swiftness of the current, for in such instances no other alternative was left but to give up the anchorage, and to run down through the Rapids ; and to return to the original position, it was necessary to pass up the Canal. Another great delay was found in hauling up the life-boat to the scow, from whence it had started ; a slow operation, which required the utmost exertion of the men. In certain places the water was so turbulent, and the current so swift, that it was not only difficult and dangerous to anchor

the scows, but even to board them with the boats when at anchor, was attended with danger. These difficulties became in certain localities insuperable, and recurrence had to be had to so called running lines, an operation which consisted in letting boats run in different directions through the Rapids taking soundings from them, and at proper intervals showing a flag to which sight could be taken simultaneously, and with at least two good instruments on shore. These lines of soundings were protracted in the usual way with a good boat well steered and manned. This last named mode of operation, was found to be practicable in even the worst places, and where the open boats could not live, the iron barge built for the purpose was used.

It was by employing alternately and, as circumstances would dictate, the different modes of operation above described, that the soundings were obtained, a portion of which only could be marked upon the maps which accompany this Report. The aggregate number of soundings, taken and recorded in the field books, amount to over 28,000. The maps accompanying this Report are :—

No. 1—Survey of a Portion of the Galoppe Rapids.

No. 2—Survey of a Portion of the North Channel of the Long Sault.

No. 3—Survey of a portion of the River St. Lawrence between Lake St. Francis and Pointe au Diable, including the Coteau Rapids.

No. 4—Survey of a portion of the River St. Lawrence between Pointe au Diable and Pointe au Moulin, including the Cedar Rapids.

No. 5—Survey of a portion of the River St. Lawrence between Pointe au Moulin and Lake St. Louis, including the Cascades Rapids.

2. *The width and depth of the Channel.*

The several new Channels projected on the maps, show the position and extent of the obstructions necessary to be removed in each of them, so that they may be navigable for vessels drawing ten feet.

In laying down these Channels, care was taken to avoid obstructions and sudden bends, as much as circumstances and the prevailing currents would admit; each of the Channels will, therefore, if sufficiently improved, become a navigable Channel, but only one of the number will hereafter be recommended for improvement. A Channel of 300 feet width would be quite ample for vessels drawing ten feet, and there may be instances in which a combination of favorable circumstances, such as straightness of Channel, inconsiderable extent of the obstructions between which it runs, facility of entrance and ease in keeping the Channel, would admit of a width of less than two hundred feet, and should it be deemed necessary, the undersigned would be prepared to point out the localities where such deviations may be admissible; it may be proper, however, to remark, in this place, that the estimates given in, are based on the assumed necessity of a 200 Channel throughout. With regard to the depth of Channel, they do not see any occasion to comment upon the data given by the Honorable Commissioners of Public Works, and their experience would lead them fully to subscribe to the conditions contained in their instructions, that it ought not to be less than twelve feet in any place; and not less than thirteen feet where there is a heavy swell. The undersigned have, therefore, in stating the depths, which, in their opinion, will be required in each locality, found no occasion to go beyond the limits assigned by their instructions. The depths which will be recommended in the following, have also been marked on the maps accompanying this Report, and the estimates of cost have been calculated accordingly.

3. *The Low Summer Water.*

The stage of water called Low Summer Water, or ordinary Summer level, had been found by Mr. James Stewart, to correspond with a benchmark established by

him on Pig Island, Coteau Rapids, when that benchmark was one foot out of water, which result was confirmed by the observations of the undersigned. Before the survey was actually commenced, eight different benchmarks were established in the lower Rapids. They were frequently examined during the Summer, and the variations in the stage of the water were always found to be simultaneous and nearly equal throughout the Rapids. Between the 2nd of June and 11th of November, the difference between the greatest rise and the greatest fall which occurred during that period, did not exceed one foot three inches. The rise and fall in Lake St. Francis was found to be about the double of the corresponding rise and fall in the Rapids proper; but the fluctuations in Lake St. Louis are more considerable than those in Lake St. Francis, and differ from them in their periods and extent; the River Ottawa exercising much influence upon the stage of water in the former Lake. At the lowest stage of water observed, Mr. Stewart's benchmark was found one foot and six inches out of water, and the river having been uncommonly low this fall, it may be surmised that extreme low water is six inches lower than the ordinary Summer level, i. e., low Summer water. The undersigned have therefore adopted Mr. Stewart's bench for low summer water and have reduced their soundings to that datum.

4. *The experimental Blasting operations.*

Fifty heavy Sub-Marine charges were fired in accordance with instructions in different parts of the Coteau Rapids on smooth solid rock, as well as on bars formed of boulders and stones, &c., and in very swift currents; they proved efficient everywhere; though not equally so, the accumulations of boulders and stones yielding more readily than the solid rock, which was a very hard limestone; however, after this experiment, there can be no doubt, but that Mr. Maillefert's new method of blasting rocks under water without drilling which was most successfully employed for the removal of dangerous sunken rocks in Hell-gate near New-York, can also advantageously be made use of for the contemplated improvement in the River St. Lawrence, and is in fact the only available mode of operation.

5. *The estimates of Cost.*

It will easily be understood that estimates of cost for operations of the character contemplated cannot be entirely based upon the quantity and quality of material to be removed.

To open out a channel through the various Rapids will necessitate a considerable and valuable outfit a great portion of which will have to be renewed in the course of the operation. A large allowance must also be made for the dangers and difficulties with which the work will be attended, the interruptions caused by navigation, the delays from accidents, and the liberal salaries and wages for which only good engineers and hands can be persuaded to engaged in such a work. It must also be taken into consideration, that in order to leave no one spot with less depth than required, the excavation will generally have to be carried to a still greater depth than the one specified, owing to the peculiar character of this work which especially in turbulent waters will not admit of the same accuracy and regularity as are obtained in similar operations on dry land. It is by taking all these circumstances into consideration and by dividing the cost of outfit and contingent expenses between the different localities, that the undersigned have arrived at the estimates of cost. The undersigned will now proceed to submit the results obtained by their examination and survey and to estimate the cost of the contemplated improvement. Commencing the examination of the River St. Lawrence at Prescott and proceeding downward, the channel at present used by vessels of heavy draft, was found to be sufficiently wide and deep until passing through the Galoppe Rapids, soundings of 9 and 10 feet were struck in the chan-

nel. A survey was therefore made of these Rapids the results of which are laid down upon the annexed Map No. 1, of the two channels leading to the Galoppe Rapids; the Southern is used only by steamers of light draft, and was found to be too narrow and too crooked to be available for the navigation contemplated; the Northern, or Main channel, is now navigated in all seasons by vessels drawing 8 feet, but it will require some improvement to be made sufficiently wide and deep for vessels of ten feet draft; the principal obstruction is a bar of solid rock, which stretches across the river forming a *Chute*, and which is covered only with 9 and 10 feet of water in the channel. The obstructions above and below this bar consist of boulders and stones. The whole can be removed by means of blasting and raising the *débris*: No difficulty would appear to exist, but the operations will be subject to frequent interruptions caused by the passage of steam and other vessels. To make the proposed improved Northern channel 200 feet wide, and 13 feet deep throughout 4,666 cubic yards of solid rock and boulders will have to be removed; and the cost of this improvement is estimated at £11,232. Leaving the Galoppe Rapids, no obstructions were met with before approaching the South channel of the Long Sault which branches off from the Main River about six miles above Dickenson's Landing. This channel, which at present is navigated only by vessels of light draft, and by Steamboats with low guards, or such as are not considered strong enough to sustain the heavy swell in the North Channel, was found to be crooked, narrow, and obstructed by several bars. It would require a considerable outlay to widen and deepen it sufficiently, and it would still remain crooked. Another great objection to this Channel arises from the fact, that it is the only available route for rafts, which, when passing through it, block up the whole Channel, and leave no room for Steamboats to pass, and owing to the frequent bends of the Channel, it is impossible for the Steamboats to discover them, until they are in close proximity; having at the same time found the North Channel superior both in width and depth, it was not considered necessary to make a complete survey of the South Channel, which cannot be recommended for improvement, unless it should be contemplated to make vessels ascend through the Rapids by means of some auxiliary motive power, a project which cannot be discussed in this place, but for the realisation of which this channel would offer peculiar advantages. The North Channel, which is now navigated by vessels drawing 8 feet and more, is very turbulent, but sufficiently deep and wide throughout, except at the upper pitch or *Chute* where it is obstructed, as shown on the annexed map No. 2. This *Chute* is formed by a ledge of solid rock, stretching across the river, and in the present Steamboat channel, covered only with ten feet of water. Immediately below the pitch several very heavy boulders lying on a stony shoal, Burns's Shoal, form another dangerous obstruction, towards which the current sets, and which it is difficult even for Steamboats to avoid. The present channel is at this place both narrow and crooked, and will require to be straightened, widened and deepened, to make it perfectly navigable for vessels drawing ten feet. It is proposed to widen the channel across the bar, as traced upon the map, with a view of entirely avoiding Burns's Shoal, and the heavy boulders lying on it. By removing a portion of the upper bar, the direction of the current will be changed so as not to set against Burns's Shoal, and would then take the direction of the channel, the removal of the obstructions in the North Channel by means of blasting, is considered practicable, but will be connected with difficulty and danger, owing to the extreme swiftness of the current, and turbulence of the water, both at the upper pitch and below it. The quantity of solid rock and boulders which will have to be removed in order to make the North Channel of the Long Sault, 200 feet wide, and 13 feet deep, throughout, is estimated at 4,550 cubic yards and the cost of this improvement at £17,198. From the Long Sault and down to the foot of Lake St. Francis, the channel was

found to be sufficiently wide and deep throughout. From Lake St. Francis two channels lead to the Coteau Rapids, "the northern or present Steamboat channel runs as shown on the map, and is obstructed by two bars, one at the head, the other below the foot of Prisoners' Island. There is at ordinary summer water not more than 7 or $7\frac{1}{2}$ feet of water in the channel on the upper bar, which is hardly sufficient for vessels drawing 6 feet, and not more than between 8 and $8\frac{1}{2}$ feet on the lower bar; both these bars consist of boulders and stones, and can be removed by means of blasting, etc. The operations would be comparatively easy on the upper bar, but connected with considerable difficulty on the lower bar, where the velocity of the current is over 14 feet in a second, and the waters are very turbulent. The operations in this channel on the upper as well as on the lower bar will be subject to frequent interruptions by the passage of vessels, and it is to be feared to frequent accidents arising from collisions with rafts when driven out of their ordinary route by strong northerly winds; a depth of 12 feet is considered sufficient on the upper bar, but 13 feet will be required on the lower bar, in consideration of the heavy swell. The quantity of boulders and stones, which will have to be removed in this channel is estimated at 25,665 cubic yards and the cost of the improvements at £40,365. The Southern or lost channel is not now in use, but was nevertheless surveyed with a view of ascertaining, whether a better and less obstructed channel than the Northern or present Steamboat channel could not be found, and considerable pains were taken to make this survey as complete and reliable as possible. The Southern Channel was found to be obstructed at Juniper Island by a bar of solid rock, which at this place forms a *Chute*; and further below *Chute verte*, by several extensive bars formed by an accumulation of boulders and stones. It is considered practicable to open a channel through these bars by means of blasting, etc., and the operation would not be attended with much difficulty, but would require a considerable outlay. In consideration of the swell, the depth to be not less than 13 feet on the upper, and $12\frac{1}{2}$ feet on the lower bars. The quantity of solid rock and boulders, which will have to be removed in this channel is estimated at 60,085 cubic yards, and the cost of the improvement at £78,285. A channel which branches off from the present Steamboat channel above Pig Island runs between Pig and Thorn Island, then along the South side of Pig Island, and again joins the Northern Channel below this spot and abreast of Prisoners' Island; it is now sometimes run by Steamers and other Vessels, when the water is very low, but it is crooked and too much obstructed to be taken into consideration for the improvements contemplated. The cost of improving the Southern Channel was estimated at £78,285; that of improving the Northern Channel at £40,365, which gives a difference of £37,920 in favor of the Northern Channel; it must be borne in mind at the same time, that the Northern Channel follows the natural flow of the current, and is easier of access from Lake St. Francis than the Southern Channel. The undersigned have therefore no hesitation in recommending the Northern Channel for improvement, the cost of which was estimated at £40,365. From Pointe au Diable downward a few inconsiderable obstructions were met with, before entering the Cedar Rapids, at the head of which a ledge of rock runs across the present Steamboat Channel, partly covered with boulders and forming an obstruction, which is commonly called *la Barrière*!! there is at ordinary summer water not more than $9\frac{1}{2}$ feet of water in the Channel, where it crosses this bar between *la Barrière* and *Pointe au Moulin*, the Channel was found to be obstructed by a few heavy boulders as shown on the map. The Raft Channel was found to be too shallow and crooked to be taken into consideration, and the present Steamboat Channel is therefore recommended for improvement. The removal of *la Barrière* and other obstructions in this Channel is considered practicable, but will, owing to the violence of the current, the heavy swell, and the vicinity of the *Chute aux Bouleaux* be attended with considerable difficulty

and danger, and besides be subject to frequent interruptions by the passage of vessels. A depth of 13 feet will be required throughout. The quantity of solid rock and boulders which will have to be removed is estimated at 5,600 cubic yards, and the cost of the improvement at £12,500. After having passed the *Pointe au Moulin* the Northern or present Steamboat Channel was found to be much obstructed, and the existence of other Channels having been indicated in the Reports of Mr. T. C. Keefer and Captain Maxwell the undersigned applied themselves to discover them, in order to ascertain their position and availability and to satisfy themselves, if the requisite improvements could be attained there, at less expense. The obstructions in the Northern or present Steamboat Channel marked AAA, on the map, are, 1 An extensive shoal of solid rock partly covered with boulders; and commonly called Bocco Hayes' Shoal or *la Chainette*; there is at ordinary low water not more than between 6 and 7 feet of water in the Channel over this bar, which is considered the shallowest spot in the river, vessels drawing 6 feet frequently touch bottom here. The removal of this obstruction is considered practicable; a depth of 12 feet will be required. The quantity of solid rock and boulders to be removed in this Channel is estimated at 9,100 cubic yards and the cost of the improvement at £18,700. This obstruction can be avoided, or nearly so, by following the channel marked BBB on the map, which leads around the south side of Bocco Hayes Shoal, "and joins the northern channel, AAA, above Mary's Reef. The channel BBB is but little obstructed, and the quantity of boulder stones which would have to be removed from it, to make it 200 feet wide, and 12 feet deep, is estimated at 630 cubic yards, and the cost of the improvement at £1760.

2. The next obstruction in the channel AAA, is Mary's Reef, which consists of boulders and stones, and has a depth at ordinary low water of not more than between 8 and 9 feet; the improvement of this channel, which is perfectly practicable to a width of 200 feet and a depth of 12 feet, would require the removal of about 4,725 cubic yards, boulders and stones, and the cost of this improvement is estimated at £5,325. This obstruction can be entirely avoided by running a southern channel, which is marked CCC on the map, and which will hereafter be called "Middle Channel," if continued and improved across the bed of solid rock stretching from Buisson Point, as shown in the map. To run south of Mary's Reef and then again to join the channel AAA, would not in the opinion of the undersigned, be practicable, nor would any improvement be gained by it.

3. The third and most formidable obstruction in the channel AAA is formed by an extensive bed of solid rock, stretching from Buisson Point across the whole river; the shallowest and most prominent portions of this bed of rock bear the name of Dog Reef, "*la Balire*" and Split Rock, and it is between these dangerous obstructions that the present steamboat channel finds its way over a continuation of shoals consisting of solid stratified limestone, partly covered with boulders and stones. It is considered practicable to remove these obstructions, to the width (200 feet) and depth (13 feet) required; but the operation would be subject to frequent interruptions by the passage of vessels and rafts, and when accomplished still leave one of the greatest objections to this channel unremoved, which is the direction of the current setting across it, as shown on the map. The quantity of solid rock and boulders which would have to be removed in this channel, to make it 200 feet wide and 13 feet deep, is estimated at 36,633 cubic yards, and the cost of the improvement at £76,666, adding to this the estimated cost of improving Mary's Reef, £5,325 and the channel BB, £1,760, the total £83,751, represents the cost of improving the channel AAA from Point au Moulin to a point marked X on the map. The magnitude of the outlay required for this improvement, together with the unfavorable direction of the current in this channel made it appear very desirable that another and a better channel could be found susceptible of being improved for a smaller outlay. The portion of the river between the

Channel AAA and the North Shore being very shallow, and for various other reasons quite unavoidable, the undersigned made a careful examination of the portion of the River, South of that Channel, and succeeded in tracing two distinct Channels which are marked on the map DDD, Southern or Saw Log Channel, and CCC or middle Channel. The operation of tracing these Channels was attended with much labor and danger, several of the *Chutes* being very turbulent, and no pilot having been found sufficiently acquainted with this portion of the River to guide the exploration. The most Southern or "Saw Log Channel," so called from a large stick of timber which for years had laid bare at the place indicated on the Map, but was swept away by the ice in the spring of the present year, is apparently the same which had previously been traced by Mr. Thomas C. Keefer. It runs, as shown on the map for a distance of about 1600 feet over the shallow bed of rock and joins the Northern channel AAA in deep water, between Round Island and Bursons Point, this channel a portion of which in its present condition is not more than five feet deep and the lower part of which is obstructed by boulders, can, however, be made 200 feet wide and 13 feet deep, and being easy of access from above and following the Montreal flow of the current, would, when improved, become a good navigable channel. The quantity of solid rock and boulders to be removed in this channel, down to the point marked X on the map, is estimated at 50,750 cubic yards, and the cost of its improvement at 104,900; adding to this 1,760 which is the estimated cost of improving the channel BBB the total £106,660, represents the cost of improving the channel DDD from Point au Moulin to X. The middle channel CCC runs as shown on the map, for a distance of about 800 feet over the same shallow bed of rock as DDD, a little above which it joins the Northern channel and is like DDD in certain spots only five feet deep. It can be widened and deepened respectively to 200 and 13 feet and being easy of access from above and following the natural flow of the current will, when improved become a perfectly good and navigable channel; it is like DDD obstructed in the Upper part by solid rock, here and there covered with boulders, and in the lower part by boulders, which have been deposited there, after having been swept over the shallow and smooth bed of rock above. The quantity of solid rock and boulders to be removed in this channel is estimated at 36,632 cubic yards, and the cost of this improvement at £76,664, adding the estimated cost of improving the channel BBB 1,760 the total £78,424 represents the cost of improving the channel CCC from Point au Moulin down to X. The cost of improving the two other channels between the same points having been estimated for channel AAA at £83,751 and DDD at 106,660 there is a difference respectively of £5,327 and £28,236 in favor of the middle channel CCC, which is therefore recommended for improvement at the cost above estimated of £78,424.

The fourth and last obstruction in the Channel AAA is formed by an extensive bed of solid rock, stretching across the river between the southern shore and Cascade Islet. On this bed of rock several heavy boulders have been deposited, which now form a dangerous obstruction, covered only with 6 feet of water, and commonly called the "Hay Stack." This formidable obstruction divides the present steamboat channel into two branches, a southern and a northern, which, however, join again shortly below, and continue as one channel into the deep water of Lake St. Louis. The channel laid down upon the map is recommended for improvement, being the straightest and least obstructed that could be found. The improvement of this channel will require the removal of the Hay Stack and other boulders, and the excavation of the solid rock, to the width (200 feet) and depth (13 feet) required an operation which is considered practicable though difficult. The quantity of solid rock and boulders to be removed in the Hay Stack Channel is estimated at 9,333 cubic yards, and the cost of the improvement at £20,281; adding to this the estimate for the Channel CCC £78,424, the total £98,705 represents the cost of the proposed improvement between Pointe au Moulin and

Lake St. Louis. The channel through Lake St. Louis was found to be sufficiently wide and deep, the only doubtful spot being the Chateauguay Shoal, on which, however, no sounding of less than 13 feet could be obtained; considering that at the time this shoal was examined, the water was low (10 feet) as on the upper sill of the Lachine Canal, that the bottom was found to be soft, and the shoal itself of no very great extent, it could not, in the opinion of the undersigned, be considered an obstruction to the navigation of vessels drawing ten feet. In case it should undergo change and become troublesome, it can be deepened by dredging at a small expense. The entrance to the Lachine Canal was carefully examined and found to be obstructed by ledges of solid rock, covered, in some instances, with not more than $7\frac{1}{2}$ or 8 feet of water. But having been informed that an extension of the Pier is contemplated, which will tend to give a greater depth over those obstructions, and change the direction of the channel, the undersigned have not at present made any estimate of the cost of improving this entrance to the Lachine Canal; they are, however, prepared to do so at any time it should be desired.

Recapitulation of the estimates of cost of procuring a navigable channel throughout the whole of the Rapids of the River St. Lawrence from Prescott to the head of the Lachine Canal, by removing the obstructions; that channel to be 200 feet wide and between 12 and 13 feet deep at low summer water.

1. Galoppe Rapids	£11,232
2. North Channel of the Long Sault	17,198
3. Coteau Rapids, (from Lake St. Francis to Pt. au Diable,)	40,365
4. Cedar Rapids, (from Pt. au Diable to Pt. au Moulin,)	12,500
5. Cascades Rapids, (from Pt. au Moulin to Lake St. Louis.)	98,705
Total	£180,000

It results from the examination made by the undersigned, and upon which they have the honor of reporting above.

1. That the River St. Lawrence in its present condition, may be considered navigable during low summer water, from Prescott to the foot of Lake St. Francis, for vessels drawing 8 feet, also through Lake St. Louis for vessels drawing 8 feet or even 10 feet; and between Lakes St. Francis and St. Louis, for vessels drawing 6 feet, and during the higher stages of water by vessels resp. of a somewhat heavier draft, however, not exceeding resp. $8\frac{1}{2}$ and $6\frac{1}{2}$ feet.

2. That to make it perfectly navigable throughout, from Prescott to the head of the Lachine Canal for vessels drawing ten feet, will require the removal of obstructions in the Galoppe Rapids, the North Channel of the Long Sault, the Coteau, Cedars, and Cascades Rapids.

3. That the practicability of removing those obstructions by means of submarine blasting &c., has been ascertained by actual experiment in different portions of the Coteau Rapids; and

4. That the cost of the whole improvement will not exceed £180,000.

In submitting the above Report and accompanying Maps, which are the result of nearly six months of uninterrupted labor on the River, the undersigned beg leave respectfully to remark, that in the pursuance of their work in the field as well as in framing their report they have been governed throughout by the desire of collecting and conveying as much information as possible, but at the same time of keeping strictly within the limits assigned by their instructions. That for this reason they have refrained from discussing in the present Report the importance of the

improvement contemplated, and the different plans for making the St. Lawrence navigable, which have been proposed by others; that however, at the same time they have at no moment lost sight of the magnitude of the object in view, and the importance of the investigation, with which they have been entrusted, that they have spared no effort to make their Report correct and reliable, and shun no danger where, to obtain information, it was deemed necessary to encounter it. They beg leave also gratefully to acknowledge the ability and cheerfulness with which they have been sustained throughout by their different assistants whom even serious accidents could not dishearten, and in concluding, would express the hope that in judging of their labors, the Honorable the Commissioners of Public Works will be pleased to take into consideration the peculiar difficulties with which operations of this kind are necessarily attended.

The whole respectfully submitted.

(Signed,)

“

B. MAILLEFERT,
W. RAASLOFF,

} Engineers.

Coteau Landing,
15th November, 1854.

NEW YORK, 9th September, 1853.

DEAR SIR,—Your much esteemed favor of 5th instant was received yesterday. In answer to your request to us to state whether we agree to have our tender for the deepening of the channel of the St. Lawrence altered according to the wording of the advertisement, we beg to say that the discrepancy between our tender and the advertisement is entirely unintentional, and that we agree to have our tender read as follows: The undersigned hereby offer _____ in width to have at no place at low summer water a less clear depth than 12 feet, and in those rapids subject to much swell not less than 13 feet, and of a depth sufficient, &c.

We have the honor to remain,

Dear Sir,

Your obedient servants,

MAILLEFERT & RAASLOFF,
Sub Engineers.

Thomas A. Begly, Esq.,
Secretary Department Public Works,
Quebec, L. C.

NEW YORK, 26th October, 1853.

GENTLEMEN,—May we ask the favor of an order from you to allow Mr. Wm. M. Millen, of Montreal, our agent for this special purpose, to select and bring to Montreal before the close of the navigation, such boats, scows, anchors and tackle belonging to the Department as will be necessary for the prosecution of our survey of the rapids of the St. Lawrence, agreeable to the terms of our agreement with the Department of the 18th instant. We are anxious to have these materials collected at Montreal before the close of navigation, for the reason that we have made arrangements to have the scows, &c., repaired, improved and fitted out during the coming winter, for the special use we intend to make of them, and with a view of having everything ready for operation as soon as the navigation opens next year.

You would very much oblige us by sending the order which we solicit of you, to our address at New York, that we may forward it to Mr. Millen with our instructions.

Very respectfully,
Your obedient servants,

MALLEFERT & RAASLOFF,
Sub Engineers, 64 and 66 Broadway,

To the Honorable the Commissioners of Public Works,
Canada.

DEPARTMENT PUBLIC WORKS,
QUEBEC, 20th May, 1854.

SIR,—Having found but very little of available material in the depots of the St. Lawrence Canals, the undersigned now respectfully beg to solicit to be furnished by the Department of Public Works, for use in their exploration of the rapids of the St. Lawrence, the following quantities of anchors, chains and ropes, to wit :

2 anchors, each of	8 cwts.
2 do do	6 "
400 fathoms of.....	5. chain.
200 do	Manilla rope.

All of which material is of such size and dimensions as to become useful on the Canals, after having been used in the operations of the undersigned. The undersigned should wish to have the above material delivered to them at the foot of Beauharnois Canal, through Mr. Booth, the Superintendent of that Canal. They further respectfully beg to be furnished with the following surveying instruments and copies of Reports for use in their operations.

- One 8 inch Metal Sextant.
- Circumferentor or Surveyor's Compass.
- Pris Malic Compass.
- 2 feet Station Pointer.

Plain Meridian Compass without graduation in an oblong box, 5½ inches by 8 inches.

One copy of Mr. Stewart's map of the rapids, reduced to a scale of 6 chains to 1 inch.

Document No. 12,196	kept per Thomas C. Keefer,	August 23, 1850.
15,858½	Thomas Maxwell,	Feby. 7, 1852.
16,184	do do	March 8, 1852.
16,244	Samuel Keefer,	March 29, 1852.
19,427	Thomas C. Keefer,	April 6, 1853.
19,814	Samuel Keefer,	May 25, 1853.

The undersigned should wish to have these instruments and copies sent to them at Montreal. They have now very near completed their preparations for the exploration of the rapids of the St. Lawrence, and expect to be able to commence operations as soon as they shall have been furnished with the above material and instruments.

We have the honor to remain, Sir,
With sincere regards,
Your most obedient servants,

MAILLEFERT & RAASLOFF.
per W. RAASLOFF.

Thomas A. Begly, Esquire,
Secretary.

DEPARTMENT PUBLIC WORKS, QUEBEC.

MONTREAL, 5th May, 1854.

DEAR SIR,—The undersigned are now repairing a scow belonging to the Board of Public Works and lying at the head of Williamsburg Canal, and intend to have her brought down to the head of Lachine Canal in the course of next week; they therefore solicit from the Department an order to the effect to allow this scow to pass through the St. Lawrence Canals free from charge. They will, in the course of their operations towards exploring the Rapids, from time to time, have to bring their scows, barges and boats through the Canals, and beg to suggest that a general order or pass be granted by the Department to the effect that scows, barges and boats belonging to them, and used by them in the above mentioned operations, may hereafter, and during the whole of the present season, be considered as belonging to the Board of Public Works, and be allowed to pass through the St. Lawrence Canals free of charge.

We have the honor to remain, dear Sir,
Your obedient servants,

MAILLEFERT & RAASLOFF.

Thomas A. Begly, Esquire,
Secretary.

P. S.—Address: St. Lawrence Hall, Montreal.

COTEAU LANDING, 5th June 1854.

SIR,—I beg respectfully to inform you that we commenced operations the 2nd instant, with the material at present in hand. Our outfit is not yet entirely completed, but will be so in a week or two, when the iron barge now building at Montreal shall have been received. The lateness of the season this year and the scarcity of labour have exercised their delaying influence upon our preparations as upon almost all the other works of public improvement; but we trust that with activity and energy we shall be able, at least in a measure, to make up for the time thus lost without any neglect of ours. The want of ropes will, however, soon be felt seriously; and having gone to a very considerable outlay (more than £1000) for the iron barge and for boats of different kinds, which were absolutely necessary, and of which none could be furnished by the Board, it would at once exhaust the amount allowed for the survey if we were also to purchase and furnish the considerable quantity of rope which will be wanted for carrying out the work without further delay and interruption, and I beg respectfully to express the hope that the Department will, in consideration of circumstances, grant us the rope for which we applied in our letter of 20th May last. There will necessarily be a great many expenses to be incurred during the operations as suggested by experience as well as by peculiar circumstances; and it appears to me very desirable that as great a portion as possible of the whole amount allowed should remain available for the operations proper, the pay of assistants and men, transportation of material and men from one point to another, purchase of powder and other material specially required and adapted for this novel and peculiar work. I have commenced, according to your suggestion, to place water marks in different parts of the rapids, and intend to run levels in all directions with a view of determining the slope of the surface of the water in

the river in and above the Rapids. This information will be valuable for the proper discussion of the different plans for the improvement which may be suggested hereafter.

I have the honor to remain, with high regard,
Your most obedient servant,

W. RAASLOFF.

The Honorable Hamilton H. Killaly :
Commissioner Public Works, Quebec.

MONTREAL, 6th June, 1854.

SIR,—The undersigned beg respectfully to inform you that they have commenced operations in the Coteau Rapids, and that they expect to meet Mr. James Stewart here to day, and thereafter to go over the ground with him, and to receive information from him relative to the survey made by him. They are under these circumstances very much in need of the maps with which it is the intention of the department to furnish them, and therefore took the liberty to send you a telegraphic despatch expressing the wish that you would do them the favor, if possible, to forward such of the instruments and maps as may now be ready by the John Munn, the receipt of one map (copy,) and a sextant to-morrow, would in a measure enable the undersigned to proceed without delay with Mr. James Stewart to the field of operations and to verify as much as necessary the points determined by Mr. Stewart.

Very respectfully,
Your most obedient servant,

MAILLEFERT & RAASLOFF.

Thos. A. Begly, Esquire,
Secretary Department of Public Works,
Quebec.

P. S.—Address : St Lawrence Hall.

MONTREAL, 14th June, 1854.

SIR,—We have the honor to acknowledge receipt of your letters of the 7th and 10th instant, and of the copies of documents therein mentioned.

We find that we will require for our surveying operations besides the instruments mentioned in our former requisitions.

One Transit Instrument.

One Theodolite.

One Rochon's Micrometer Telescope, and beg respectfully to solicit that the Department would be pleased to furnish us with these instruments. We also beg respectfully to enquire whether we can expect to be furnished with the scow now at Flagg's Bay, which was the object of one of our former requisitions to the Department. We have written to Isaac Rose, Esquire, Superintendent of Williamsburgh Canals in relation to this subject, but have as yet received no answer from him.

We have the honor to remain,
Your most obedient servants,

MAILLEFERT & RAASLOFF.

Thos. A. Begly, Esquire,
Secretary Department of Public Works,
Quebec.

COTEAU LANDING, June 14th, 1854..

SIR,—Since I had the honor of addressing you my last letter we have been engaged in surveying the channels leading to the Coteau Rapids proper. Mr. Stewart's map covers but a portion of this ground and the greater part of his stations have been destroyed and cannot be found again; it was therefore necessary to start afresh from the basis measured by him and to triangulate the whole group of islands in and above these Rapids. This triangulation is in good progress and so are the soundings in the Southern channel. We find that channels which are generally considered to be deep and wide become doubtful from the very moment a width of 200 feet and a depth of at least 12 feet is contemplated; a mere examination would not suffice to remove these doubts entirely, and we have therefore determined to make a thorough survey of these Rapids and *the Channels leading to them* rather than to leave any thing uncertain and doubtful behind us; we were confirmed in this determination by the belief that it would meet with your approval; we have sufficient material on hand for our present operations and expect to have the iron barge ready by the time we shall have to survey the lower part of the Coteau Rapids. We are also well provided with life-boats anchors and chains, for future operations, but we will no doubt very soon have to regret the want of a sufficient quantity of rope.

The water is falling in the river and we are now not more than about one foot above ordinary summer level.

I have the honor to remain,
With high regards
Your most obedient servant,

W. RAASLOFF.

The Honorable Hamilton H. Killaly Esq.,
Commissioner Public Works.

MONTREAL, 4th June, 1854.

To the Honorable the Commissioners of Public Works, Quebec.

The undersigned have had occasion in their former communication to the Board, to mention the fact that but very little available material belonging to the Board having been furnished for use in their operations in the St. Lawrence, they had been compelled to go to a very considerable outlay for new and good material properly adapted for this service, and also that this outlay, together with the expenses incurred for repairs of material belonging to the Board, transportation thereof, and for the surveying operations proper would nearly exhaust the sum of £2,000 allowed for the survey, &c., of the Rapids. Having now completed their outfit or very nearly so, they respectfully solicit the Board to take off their hands the material hereafter mentioned, all of which it was absolutely necessary to have on hand, and without which the operations could not be carried out at all, namely: One iron barge 55 feet long (built at Montreal), three Francis' metallic life-boats of different sizes, from New York, one wooden scow, 36 feet long (built at Montreal), one wooden boat with sails, 32 feet long, from New York, two Calistans, one with divers pieces of machinery and appurtenances to the barge and boats, oars, blocks, life preservers and other objects of outfit. The outlay for this material, including freight and import duty will amount to £1293. Anticipating a favorable decision upon this request, we beg most respectfully to enclose the following vouchers for disbursements actually made for the above mentioned material, to wit:

Voucher No. 1 from Messrs. Glassford and Walker of Montreal, for disbursements made on our account to Messrs. Millen and Milne, likewise from Montreal, who have undertaken by contract to furnish the iron barge for £762 10s. Amount £506 13s. 10d. Voucher No. 2, from Francis' Metallic Life Boat Company, for two Life Boats and appurtenances \$343 62 c'ts, makes £85 18s. 1d. Voucher No. 3, from same, for one Life Boat and appurtenances \$181 70cts, makes £45 8s. 6d. Voucher No. 4, from Burr, Waterman, New York, for blocks \$35 50cts., makes £8 17s. 6d. Voucher No. 5, from Donners' Nixon & Co., New York, for Patent Felt Mattresses, Life Preservers, &c., \$61, makes £15 5s. Voucher No. 6, from Mullins, Montreal, £10 12s. 3d. Voucher No. 7, Chamberlain Thompson, £17 2s. Voucher No. 8, Brewster and Mulholland, £9 16s. 6d. Total, £699 13s. 8d.; and solicit most respectfully that the Secretary of the Department of Public Works might be authorized to refund us the amounts of the vouchers, viz: £699 13s. 8d., and also hereafter to receive from us vouchers for the balance of the material above specified, and to refund us the same to the amount of £593 6s. 4d., together, £1293.

We have the honor to remain,

Your most obedient servants,

(Signed,)

MAILLEFERT & RAASLOFF.

MONTREAL, 27th June, 1854.

Having now surveyed the greater part of the different channels leading to the Coteau Rapids proper, and having also examined several portions of these and of the Cascades Rapids, the undersigned consider themselves well acquainted they will have to operate, and beg leave, most respectfully, to submit the following suggestions and remarks relative to the manner in which the operation, in which they are engaged, will have to be carried out. The agreement of 18th October last stipulates essentially as follows:

That we shall examine and partly survey the River St. Lawrence from Prescott to the Head of Lachine Canal, with a view of ascertaining the character and extent of the obstructions which would have to be removed in order to procure a navigable channel throughout the whole of the Rapids, of the width of 200 feet, and of from 12 to 13 feet in depth; and (2nd) the cost at which such improvement could be carried out; further, that we shall fire fifty heavy submarine charges as an experiment; that these operations shall be accomplished within the 15th October, 1854, and thereafter reported upon to the Department of Public Works; that we shall procure the necessary boats, material, etc., and pay all expenses; that the Commissioners of Public Works will let us have the use of the scows, anchors, etc., belonging to them, and which might be of use in these operations; that we shall be refunded all expenses incurred, however, not beyond two thousand pounds, in instalments, during the operations, or at the close of the same; that, upon delivery of our Report, etc., and in case the survey, etc., should not lead to any contract between the Commissioner of Public Works and the undersigned, for the improvement of the River St. Lawrence, we shall be paid a compensation of between £750 and £1250, the exact amount to be fixed by the Commissioners according to circumstances, etc. It was, at the time these stipulations were adopted, supposed by the Honorable Commissioners, as well as by ourselves, that a thorough survey would be required in but few instances; that in almost all localities a mere examination would be sufficient, and that, consequently, the whole operation, including the experimental blasting, could easily be accomplished in one short season; but the survey and examinations already

made by us show clearly that portions of the River which, in former official reports addressed to the Honorable Commissioners, were considered as not needing improvements, become doubtful, when the width and depth of channel above mentioned (200 feet by 12—13 feet) is contemplated, and that, in fact, great uncertainty prevails in regard to the real value and availability of all the different channels. Effectually to remove this prevailing uncertainty, will require a thorough survey to be made in a great many instances where a mere examination was originally considered sufficient. It becomes our duty, under these circumstances, most respectfully to submit the question, whether the Honorable Commissioners desire us to keep strictly within the limits of time and expenses stipulated by the original agreements, and to examine and partly survey the River, from Prescott to the Head of Lachine Canal, with a view of ascertaining the character and extent of the obstructions, etc., and in such a manner as to be able to accomplish this operation before the 18th of October next, and to report thereupon, or whether the Honorable Commissioners do not rather desire us to make a thorough survey, wherever we meet with a doubtful locality, and not to be satisfied with an examination, unless when that mode of operation leaves no doubt as to the value and availability of the channel, and to pursue those operations in such a manner as actually to ascertain the character and extent of the obstructions, and to leave nothing doubtful behind us, rather than with a view of extending them over a great portion of the River, and of thus fulfilling the letter, but not (what may well be supposed to be) the spirit of the agreement.

Submitting these two alternatives, we most respectfully beg to say, that in case the Honorable Commissioners should decide in favor of the first-named, we shall have to proceed accordingly, and only beg to propose that, in this case, the Honorable Commissioners would be pleased (in consideration of the delays which we have suffered in our preparations, by the extraordinary lateness of the season, as well as by the scarcity of labor, and especially in consideration of the enormous rise in the price of labor and material which has taken place since the original agreement was entered into) to allow three thousand pounds, currency, instead of two thousand pounds, to cover the cost of the operations. But if the Honorable Commissioners should be pleased to decide in favor of the second alternative, we would most respectfully suggest that, as a natural consequence of this decision, the original agreement be somewhat modified so as to make it stipulate essentially as follows: The modifications suggested being marked in italics.

That we shall examine and survey the River St. Lawrence from Prescott to the head of Lachine Canal, and ascertain, 1st. the character and extent of the obstructions which will have to be removed in order to procure a navigable channel throughout the whole of the rapids, of width, 200 ft., and of from 12 to 13 ft. in depth; 2nd. the cost at which such improvement could be carried out: further, that we shall fire between fifty and one hundred heavy sub-marine charges as an experiment; that we shall procure the necessary boats, materials, &c., and pay all expenses; that we shall continue these operations during the present year until the inclemency of the season compels us to suspend them, and thereafter report upon them to the Dept. of Public Works; that the Commissioners of Public Works will let us have the use of the scows, anchors, &c., belonging to them, which might be of use in these operations, such portion thereof as can be spared from the service of the Canal, and that we shall be refunded all expenses incurred, however not beyond three thousand pounds, in instalments during this year's operations, or at the close of the same, and that upon delivery of our Report for the present year, and in case the survey, &c., should not lead to any contract between the Commissioners of Public Works and the undersigned for the improvement of the River St. Lawrence, we shall be paid a compensation of £750 or thereover, the exact amount to be fixed by the Commissioners according to circumstances.

In submitting the above modifications of the original agreement to the consideration of the Hon. Commissioners, we need not insist upon the fact that we can not only derive no personal advantage from these modifications, but that on the contrary, if the Hon. Commissioners should be pleased to adopt them, they will have the effect considerably to increase our labor and responsibility, without conferring upon us the right of claiming any proportionate increase of compensation, (the exact amount of which, we confidently leave with the Hon. Commissioners to fix, upon consideration of all concluding circumstances,) and that one and all of the modifications suggested, aim only at enabling us to carry out the operations of this first year in such a manner as to place the Hon. Commissioners in possession of full and reliable information about the character and extent of the obstructions to navigation in at least a considerable portion of the Upper St. Lawrence. We are fully aware of the great difficulties to be overcome in the course of our operations, which are not only of a novel and peculiar, but also of a dangerous and arduous character, and we shall not allow ourselves to be discouraged, as long as we may rest assured that the Hon. Commissioners have full confidence in our ability and good will.

We should be happy soon to be made acquainted with the views and decision of the Hon. Commissioners in relation to the suggestions we have had the honor to submit, and shall, in the meantime, continue our operations in the Coteau Rapids, where, up to this day, we have been entirely successful.

We have the honor to remain,
Your most obdt. servants,

MAILLEFERT & RAASLOFF.

To the Hon. the Commissioners
of Public Works, Canada, Quebec.

MONTREAL, 29th June, 1854.

SIR,—The undersigned find that powder is at present at a very high price, and that the 6250 bls. which will be wanted for the firing of 50 heavy charges, as to agreement of October 18th, 1853, will, delivered at the Coteau, cost nearly £250, and as they understand from the Honorable Wm. H. Merritt, that powder might perhaps be obtained from the Ordnance Department at a lower price considering that it is to be used in a work of public improvement; they most respectfully beg to inquire where they will have to address themselves for the purpose of ascertaining whether and at what price the above quantity of powder of the Ordnance stores could be obtained, and also whether the Department of Public Works would be inclined to endorse a requisition from the undersigned to the Ordnance Department or to make such a requisition in their favor.

We have the honor to remain;
Sir,
Your most obedient servants.

MAILLEFERT & RAASLOFF.

Thos. A. Begly, Esquire,
Secretary Department of Public Works,
Quebec.

QUEBEC, 4th August, 1854.

SIR,—The undersigned have had the honor in their former communications to the Department especially in their letters respectively of 24th and 27th of June last, to call your attention to the insufficiency of the sum of £2000 originally appropriated for the survey of the St. Lawrence Rapids, they beg now most respectfully to lay before you the following statements of disbursements made by them up to 1st of this month, for which proper vouchers can be presented to the Department whenever desired, to wit :

For outfit.....	£1186	12	3
For surveying operations proper, April and May	£107	16	1
June.....	220	4	0
		<u>328</u>	<u>0</u>
			<u>1</u>
Total,.....	£1514	12	4

The disbursements to be made by the undersigned in the course of the present month, for outfit and for the surveying operations proper during the month of July will amount to about £500, consequently the sum of £2000, originally estimated for these operations will be entirely exhausted by the expenditure incurred up to the 1st of August. It is, as on several occasions, we have had the honor of explaining the insufficiency of the materials furnished by the Department for these operations, which placed us in the necessity of going to the considerable expenditure for outfit above stated, and which, together with the delays occasioned by the lateness of the season, and the extraordinary high prices of labor, and all necessaries, has increased the cost of these operations so much beyond what was originally contemplated.

We need not insist upon the fact, that any delay in procuring the material strictly wanted for the operations, would have occasioned a loss of time, which could not at any price be recovered, and having in view only the progress and satisfactory execution of the work, we had no hesitation in procuring the material, which we found to be absolutely necessary, convinced at the same time, that the Department would take our motives in doing so, into consideration, and not allow us to suffer pecuniary loss in consequence of the zeal with which we had tried to forward a work of great importance, in the success of which we knew the Department to take the most lively interest.

We now therefore confidently thrust ourselves upon the generosity of the Department, and respectfully solicit that they would be pleased to take off our hands the material belonging to our outfit, which has been produced and paid by us to the amount above mentioned of £1186 12s. 3d., and that consequently and to this effect, the Department would authorize us to send in Vouchers for the material and to the amount mentioned, together with an act of transfer; and that upon the vouchers, &c., having been examined and found correct, the Department would order the amount to be refunded to us. We trust that in consideration of what we have had the honor of stating above as well as in our former communications, the excellent quality and general usefulness on the Canals of the material procured by us, and also the satisfactory progress of the work, which could not have been attained without the material mentioned, nor without the most strenuous efforts and exertions from our side, the Department will be pleased to grant the above request. In case, however, the Department should not be pleased to grant this request, we beg most respectfully to solicit that for the same reasons which we have stated above, the Department will be pleased to allow the sum of £3000 instead of £2000 as originally estimated and appropriated to be spent by us on the operations towards exploring the Rapids of the St. Lawrence. We need not mention that with the present extraordinary high prices on

every thing it will still require a most severe economy on our part to meet the expenses necessarily connected with the surveying and blasting operations, which we desire to extend as late in the season as the climate will permit, with a view of being able to submit as full and satisfactory a report as possible.

Expressing the wish that you would favor us with an early answer to this letter addressed to Coteau Landing.

We have the honor to remain,

Sir,

Your most obedient servants,

MAILLEFORT & RAASLOFF.

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

MONTREAL, August 25, 1854.

SIR,—I have just had an interview with Mr. MacIver, and learn from him that as yet he has received no instructions from the Department, relative to the documents to be drawn up relative to the contemplated payment of £1000 to us as mentioned in the letter from the Department, of 3rd instant. Allow me to say that we are prepared to furnish two good men who are willing to sign a document to the effect, and that we shall perform the work for which the Commissioners shall advance the moneys, otherwise that they (the sureties) shall repay the moneys advanced. Mr. MacIver considers such a document sufficient, and promised to recommend to the Department this mode of arranging the matter whereby all the difficulties with which the other arrangements hitherto proposed are connected would be entirely avoided.

Allow me, under these circumstances, most respectfully to express the wish that the Department would be pleased to furnish Mr. MacIver with instructions to draw up the Documents above mentioned which will have to be signed by the two sureties.

In doing so the Department would enable us within one or two weeks from now to reap the benefit of the offer made by the Commissioners in their letter of 3rd instant.

I have the honor to remain,

Sir,

Your most obedient servant,

W. RAASLOFF,
of the Firm Maillefert and Raasloff.

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

LIST of Instruments with which the undersigned acknowledge to have been furnished by the Department of Public Works, for use in their exploration of the Rapids of the St. Lawrence.

One 8 inch Sextant.

One Reconnaits Telescope.

One Surveying chain, 66 feet.

One Ivory Scale, 3 feet to an inch.

One Transit Instrument and Stand.
 One Circumferentor and Stand.
 One Prismatic Compass.
 One refreading levelling rod.
 Two measuring Tapes.
 One Theodolite and Stand.
 One Spirit level do do.
 One Beam compass.
 One Improved Protractor.

MAILLEFERT & RAASLOFF.

Coteau Landing, 29th August, 1854.

COTEAU LANDING, 29th August, 1853.

SIR,—We have the honor, in compliance with your request in letter of 27th of July last, inclosed to send you a list shewing the whole of the instruments with which we have been furnished by the Department of Public Works. You will find this list corresponding with the one which accompanied your letter, with the exception only of the Rochon Micrometer Telescope which has been forwarded to-day, to the Department, by the Mail Steamer, well packed up and in the same state in which it was when we received it.

We have the honor to remain, Sir,
 Your most obedient servant,

MAILLEFERT & RAASLOFF.

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

MONTREAL, 25th August, 1854.

SIR,—I beg to inform you that I arrived here last night for the purpose of making arrangements for the transport of powder as instructed by your letter of 21st instant. I have to-day waited upon Mr. Elliot and find that he has deemed necessary to ask for further instructions from the Department; I have under these circumstances postponed my departure from here, and shall be able to attend to the arrangements necessary in case your instructions should arrive to-morrow per letter or telegraph.

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

W. RAASLOFF,
 Of the firm Maillefert and Raasloff.
 Address: St. Lawrence Hall, Montreal.

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

OFFICE OF ORDNANCE.

MONTREAL, 25th August, 1854.

SIR,—In acknowledging the receipt of your letter of the 21st instant, we beg to observe that the previous understanding was that the Ordnance were to supply the Department of Public Works and not private individuals, as your letter would seem to infer, with the powder required for service on the St Lawrence Rapids, but if the wish of the Commissioners of Public Works that the Powder should be issued to Messrs, Maillefort and Raasloff with the guarantee of the Provincial Government in regard to its future payment, there will be of course no objection to the arrangements, but the Powder must be supplied from Montreal as the magazine at the Coteau du Lac does not contain sufficient to meet the demand.

You will perhaps reply to this communication by telegraph.

We have the honor to be,

Sir,

Your most obedient humble servants,

(Signed,)

W. G. WULFF,
Lt. Col. C. R. E.,

W. ELLIOTT.
O. S. W. Q.,

WM. BELL,
Col. Com. R. A.

M. M. BLENHAM,

The Secretary to the Commissioners of Public Works.

MONTREAL, 2nd September, 1854.

SIR,—We have the honor to enclose you five statements showing our expenditure for outfit and also for our operations towards exploring the Rapids of the St. Lawrence, up to the 1st of August, together with the original vouchers (with the exception of 3 vouchers for material and outfit belonging to statement No. 1, and of the aggregate amount of £699 13s. 8d., which were sent in to the Department under 24th June last.

Statement No. 1. shows an expenditure for material and outfit to the amount of	£1,186 12 3
“ “ No. 2. “ “ “ “ “ “ “ “	54 18 2
Makes total for material and outfit	1241 10 5
Statement No. 3. shews an expenditure for April and May operations proper, of.....	£107 16 1
Statement No. 4. do. do. for June....	220 4 0
Statement No. 5. do. do. July	240 17 4
Makes total for operations	568 17 5
Total expenditure.....	£1810 7 10

We now beg to express the hope, that in consideration of this very considerable outlay the Commissioners of Public Works will be pleased to issue to us a certificate upon such further security as may be deemed absolutely necessary.

We have the honor to remain,

Dear sir,

Your most obedient servants,

(Signed,) MAILLEFERT & RAASLOFF.

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

COTEAU LANDING, 6th Sept., 1854.

SIR,—We have the honor most respectfully to inform you that by prosecuting our survey with the utmost diligence we have now reached the lower portion of the Cascades Rapids, after having carefully examined both the present steamboat channel at Split Rock and the supposed Southern channel under Buisson Point, we may state now in anticipation of the Report which we shall have the honor of laying before the Department of Public Works, at the close of our operations, that an improvement of the River between Lakes St. Francis and St. Louis, essentially by means of removing the obstructions to navigation, appears to us practicable though connected with great difficulties and requiring considerable labor; we do not, however, expect to be able at the close of this year's operations to pronounce in favor of one certain channel through the Coteau and Cascades Rapids, but shall most likely propose to leave this question open to be decided upon by the result of future operations. We have also the satisfaction to state that although we have not entirely avoided serious accidents, our arrangements have, however, proved efficient in preventing any of them from resulting in loss of life or in serious damage to the material employed. We have not yet received the powder from the Ordnance Department, and have thus been very much delayed in commencing our experimental blasting operations; we are, however, now informed that it is ready for shipping, and shall, as soon as it shall have been received, proceed to divide our party, one portion thereof to be employed at the experimental blastings, the other at an examination of the River from Prescott downwards; this latter operation would be very much facilitated and promoted if we could have a good map of the shore line to refer to, and we beg therefore to express the wish that the Department would be pleased to furnish us with such map or maps or copies thereof, of that portion of the River as it may possess.

We have the honor to remain,

Sir,

Your most obedient servants,

MAILLEFERT & RAASLOFF.

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

COTEAU LANDING, 6th Nov., 1854.

SIR,—The undersigned have the honor, in conformity with the stipulations of an agreement entered into on the 18th of October, 1853, between them and the Honorable the Commissioners of Public Works enclosed, to send you their Report upon the examination and survey of the River St. Lawrence from Prescott to the head of the Lachine Canal, and certain experimental blasting operations made during the summer 1854.

We have the honor to remain, Sir,
Your most obedient servants,

MAILLEFERT & RAASLOFF.

Thomas A. Begly, Esq.,

Secretary Department Public Works, Quebec.

QUEBEC, 30th November, 1854.

SIR,—We have to acknowledge the receipt of your letter of 20th instant, requesting us to furnish the Department with immediate information as to the state of the survey of the St. Lawrence rapids, detailing what is done and what remains to be done, and stating how soon the charts will be laid before the Commissioners. In reply, we beg respectfully to inform you that we have accomplished the survey and the experimental blasting operations, and closed operations on the river on the 11th instant. We have under 15th instant sent in our Report accompanied with five maps, to which reference is had in the Report. This Report we consider to be final unless the Honorable the Commissioners of Public Works should find that some information was still wanting, in which case we shall be prepared to send in such additional Report or Reports as may be required. In regard to the maps accompanying this Report we beg most respectfully to remark that they have been drawn all along with the operations, and were sent in only with a view of shewing the progress and results of the work; they are, however, correct, and will we presume be found to answer the purpose above mentioned, but owing to the want of time, they are not as elaborate and well finished as we would be able, and as we are desirous of making them; we therefore beg leave to express the wish that the Honorable the Commissioners of Public Works would allow us time and means to prepare another set of maps, which in that case we should wish to submit as the final maps.

What still remains to be done is therefore in our opinion:—

1. To prepare another set of maps as above suggested, and in case this should not meet with the approbation of the Honorable Commissioners, to finish the copies of the maps now before them.
2. To secure the stations of which we have made use of during the survey and which it may be of interest to find again at some future period.
3. To continue our observations of the bench marks until the river rises again for the purpose of ascertaining the very lowest stage of water in the rapids during the present year.
4. To lay up for the winter and properly store and secure the material which has been used in the survey, etc., in conformity with such instructions as we may receive from the Department of Public Works to that effect.

We should be happy to be informed whether or not the Honorable the Commissioners of Public Works, wish us to carry out the above specified work, and have the honor to remain, Sir,

Your most obedient servants,

MAILLEFERT & RAASLOFF.

Thomas A. Begly, Esquire,
Secretary.

30th June, 1853.

GENTLEMEN,—I am directed to draw your attention to the accompanying advertisement from this Department, calling for tenders for the improvement of a portion of the Channel of the River St. Lawrence—a class of work in which you are stated to have had extensive experience.

I am, Gentlemen,
Your obedient servant,

T. A. BEGLY,
Secretary.

Messrs. Maillefert & Raasloff,
Submarine Engineers,
New York.

RIVER ST. LAWRENCE.

Notice is hereby given, that Tenders addressed to the "Commissioners of Public Works," will be received at this Office, until Thursday, the first day of September next, for the opening and permanently defining a navigable Channel throughout the whole of the Rapids of the St. Lawrence, from Prescott to Montreal; such Channel to be not less than 200 feet in width, to have at no place, at low summer water, a less clear depth than 12 feet, and in those Rapids subject to much swell, not less than 13 feet.

It is to be stated in the Tenders, a bulk sum for the entire work necessary to open and permanently define a Channel, as above mentioned, and the period for its completion.

The test for the Channel being so opened, to be, the passing of as many vessels as the Commissioners of Public Works may consider necessary, each vessel to be so loaded as to draw ten feet water.

The security for the performance of the work to be ample and *bona fide*. Conditions of payment and any other information may be known by applying at this office.

Tenders to be endorsed "Tender for improving the Rapids of the Saint Lawrence."

By order,

THOMAS A. BEGLY,
Secretary.

Department of Public Works,
29th June, 1853.

PUBLIC WORKS,
QUEBEC, 5th September, 1853.

GENTLEMEN,—With reference to your tender for deepening the Channel of the St. Lawrence, I have to point out to you a discrepancy between it and the advertisement, the latter running thus :

"To have at no place, at low summer water, a less clear depth than twelve feet, and in those Rapids subject to much swell, not less than thirteen feet."

As the Commissioners do not intend to deviate from the above mentioned terms, I am directed to request that you will state whether you will agree to your tender being altered accordingly.

I am, Gentlemen,
Your obedient servant,

T. A. BEGLY.

Messrs. Maillefort and Raasloff,
Sub-Engineers,
New York.

PUBLIC WORKS, QUEBEC,
29th September, 1853.

GENTLEMEN,—I am directed to inform you that the Department is authorized to close with you for your proposed survey of the St. Lawrence Rapids, for the procuring of the necessary machinery, implements, &c., firing the trial charges referred to by you, and taking all possible measures to ascertain accurately and in detail the present state of each of the channels, and the amount of rock necessary to be removed, in order to improve them to the extent stated in the advertisement; the whole cost of such survey, &c., not to exceed £1200. For the expenses incurred on such survey, satisfactory vouchers will have to be produced, upon which only the payments will be made. But no money will be paid until the survey is concluded, and proper maps and sections thereof sent in to this Department, of which they will then become the property. It is also to be understood that the amount to be paid for the improvement of the channels will not be determined or settle until the result of such survey is known, as it is but reasonable that the Provincial Government should be aware of the amount of work to be done, previous to their entering into any engagement as to the sum of money to be paid for it.

I am, gentlemen,
Your obedient servant,

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

Messrs Maillefert & Raasloff,
Engineers New York.

PUBLIC WORKS, QUEBEC,
20th June, 1854.

SIR,—I am to apologise for not having answered your former letter, but since my absence I have been so wholly engrossed with our Annual Report, that I really have not had one moment.

I now beg to acknowledge it and yours of the 14th, I have directed the rope to be sent you.

With regard to the further examination of the Coteau Rapids you speak of, nothing will be done, if anything doubtful is left.

The object is such that, if it cannot be carried out *thoroughly* nothing is done, but as we have spoken of, the object is if possible to accomplish a channel suitable for a vessel drawing 10 feet to pass down in safety, for such, less breadth than 200

feet of a moderate straight course would not be considered ample, and now that the river is about to be opened to our American friends, the importance of it is becoming greater, should however it be found impracticable to obtain such, it will then be fixed positively what can be effected with certainty.

I need hardly point out to you how indispensably necessary it is that you should establish safe and permanent marks of reference at head of each rapids, with the view, not only of shewing during the course of operations, how the levels at the heads may be affected by our operations, but which will serve also as permanent standards, by which the trade will be governed as to what depth they can carry down at the respective levels of the river in high, middling, or low water.

I would again merely repeat our desire that the duty you are now engaged in should be done most thoroughly.

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

(Signed,)

H. H. KILLALY.

Wm. Raasloff, Esq.,
Coteau Landing, Canada East.

PUBLIC WORKS,
QUEBEC, 15th September, 1854,

GENTLEMEN,—Your letter of the 2nd instant, addressed to the Honorable W. H. Merritt, has been laid before the Commissioners of Public Works by that gentleman, and in reference thereto, I am directed to acquaint you that in all matters of business between this Department and parties employed under it, the proper and legitimate mode of transacting it is directly through the Secretary of the Department; as the intervention of third parties unconnected with such public business, tends unnecessarily to retard and embarrass the regular official discharge of it.

You will be so good as to make direct application for such maps or other assistance from this office as you may desire. To such applications the Commissioners will give due attention and will comply with them when they can do so with propriety.

The Commissioners cannot admit that the Department, is in any manner accountable for the delay in testing the effects of the blasting required by your contract, as would seem to be implied by your letter. By that contract you were bound to purchase the powder yourselves. The Department interfered only at your request, to induce the Ordnance to sell powder to you out of their stores; further than which they had no connection with the transaction, nor have they any whatever, with the obtaining and transport of it.

After some explanation respecting your application for an advance of £500, it was agreed to advance £1000, and instructions were given to the law agent of the Department at Montreal, to take the necessary security therefor, in the simplest and most prompt manner, the neglecting to furnish which security is the sole cause why the sum mentioned has not been paid to you long since.

In conclusion I am directed to state that, the wish of the Commissioners is to afford you every liberal assistance in their power, towards the carrying out of your contract.

I am,
Gentlemen,
Your most obedient servant,

T. A. BEGLY,
Secretary.

Messrs. Maillefert and Raasloff,
Coteau Landing.

PUBLIC WORKS,
QUEBEC, 20th November, 1854.

GENTLEMEN,—I am directed to request that you will furnish this Department with immediate information as to the state of the survey of the St. Lawrence rapids, detailing what is done and what remains to be done, and stating how soon the charts will be laid before the Commissioners.

I am,
Gentlemen,
Your obedient servant.

T. A. BEGLY,
Secretary.

Messrs. Maillefert and Raasloff,
Engineers.
Coteau du Lac.

PUBLIC WORKS,
QUEBEC, 5th December, 1854.

GENTLEMEN,—In reference to your letter of the 30th ultimo, I am directed to state that the maps furnished by you are considered quite sufficiently finished for all practical purposes; and that in reference to the other points mentioned, all that is considered essential is that one of the officers of this Department, Mr. Sippell, should accompany you along your line of survey, for the purpose of your pointing out to him your several stations and bench marks, of each of which you will furnish him with a Schedule giving the levels. Mr. Sippell will also arrange for laying up the materials, &c.

I am,
Gentlemen,
Your obedient servant,

T. A. BEGLY,
Secretary.

Messrs. Maillefert and Raasloff,
Engineers.

Tender for improving the Rapids of the St. Lawrence.

MONTREAL, 24th August, 1853.

In conformity with the advertisement of 29th June last, emanated from the Department of Public Works, the undersigned hereby offer to open and permanently to define a navigable Channel through the rapids of the St. Lawrence, from Prescott to Montreal. Such Channel to be not less than 200 feet in width, and of a depth sufficient to admit the passage of a vessel drawing ten feet, at ordinary low summer water, for the sum of £30,000, the work to be completed within two years from the date of the contract, on the following conditions:

First,—In Mr. Samuel Keefer's Report of 25th May last, our only guide, it is stated, that in order to obtain a Channel of the desired width and depth, works of improvement are required only at the "Coteau," Cascades and "Lachine Rapids," and also that further survey and examination of these places must be made before the works of improvement can be commenced.

We cannot but agree with Mr. Keefer, in regard to the necessity of a great many more soundings at the above mentioned places, especially inasmuch as no soundings have been made across the Channel, but only in the direction thereof; consequently the width of the Channel has never been defined, and we possess no information whereupon to base an estimate of the work to be performed, in order to give a Channel of 200 feet width and of the required depth. In order therefore to obtain the information, the want of which has thus been stated, we hereby offer to make a minute marine survey of such parts of the above mentioned rapids, where an improvement is wanted and contemplated, and thus to find out and to define the location of a good navigable Channel of 200 feet width, and to take a sufficient number of cross sections, thereupon to base a proper estimate of the quantity of work to be performed, and to commence the necessary preparations for such survey immediately, and to carry out the survey in the course of next year's spring and summer-season, we further propose in connection with this survey to fire 50 heavy submarine charges with a view of testing the practicability and probable cost of removing the works and boulders forming the obstructions by means of submarine blasting; the cost of this survey etc., not to exceed the sum of £1,250, according to the following estimate submitted as No. 1.

Second.—That in case the above mentioned survey should prove the deepening of the Channel as required, not to be practicable for the sum above named, we shall be allowed to give up the contract, in which case we expect the Government to pay the expenses incurred in making that survey, on our returning to them all the coots, anchors and other material which shall have been furnished and prepared by us for the purpose, and that in case the contrary should be proved by the survey, the contract shall become binding for us, and the amount expended in making the survey be paid by us.

Third.—We expect to be allowed the use for the above named survey, as well as for the performance of the whole work, of whatever scows, anchors, chains, boats, rigging or other material proper for such use, belongs to the Board of Public Works.

In submitting the above proposals we beg to say, that we are prepared to furnish ample and *bonâ fide* security, and to enter into a contract as soon as you will notify us, that our proposals are accepted.

Our plan of operation towards the required improvement of the rapids will be to deepen and widen the Channel by removing out of it the boulders, solid rock and other material which now obstruct it, and that we do not intend to build piers across any part of the river, for the purpose of narrowing it and thereby to increase the depth of water in certain parts thereof, and that if we build any pier or piers in the river, it will be for the purpose of guiding and thereby improving the direction of the current, and of facilitating the operations of removing the obstructions out of the Channel, which will essentially consist in the blasting of rocks under water without drilling, a new method of removing rocks which has been eminently successful in the United States especially in Hell Gate near New York.

The deepening of the Channel by the removal of obstructions, offers in our opinion the following advantages:

The improvement thus produced is essentially permanent, where the bottom is rock as in this instance.

It serves to increase the discharge of water, and consequently can under no circumstances cause any overflow of land above, which on the contrary, it tends to prevent.

Its beneficial effect is certain and unquestionable, and it can never be of an injurious influence upon the direction of the current, which on the contrary it tends to keep in the direction of the Channel; nor does it deprive the public of the use of any of the other Channels, which, though of inferior qualities in some

respects, are however eminently useful and necessary for rafting and other purposes, and therefore cannot be shut up without serious injury to the main Channel by making it liable to be overcrowded.

All of which is respectfully submitted.

(Signed,)

MAILLEFERT & RAASLOFF,
Submarine Engineers,
64 and 66 Broadway,
New York.

No. 1.

Estimate of the cost of surveying "Coteau," "Cascades," and "Lachine Rapids," etc.

Cost of a barge to be moored in the surf, to be constructed for the purpose.....	£150	0	0
Repair of scows, etc., furnished by Government, and cost of a metallic life boat, anchors, chains, cables and other material wanted.....	150	0	0
1 foreman daily.....	10s.		
8 hands do 5s. makes.....	40s.		
Together.....	£ 2	10s.	0
Makes for 120 working days at.....	2	10s.	0
Cost of establishing proper and durable land marks (pay of surveyor included).....	300	0	0
To cover our personal and travelling expenses.....	75	0	0
Contingent expenses.....	250	0	0
	75	0	0
Total for survey proper.....	£1000	0	0
Cost of 50 heavy submarine charges of 125 lbs of powder each at £5.....	250	0	0
Total cost.....	£1250	0	0

(Signed,)

MAILLEFERT & RAASLOFF.

Montreal, 24th August, 1853.

To the Commissioner of Public Works,
at Quebec.

Articles of agreement entered into on the eighteenth day of October, in the year of our Lord, one thousand eight hundred and fifty-three, in duplicate between Maillefert and Raasloff, Submarine Engineers, both of New York, 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, for an examination and survey of certain parts of the River St. Lawrence, and the firing of fifty heavy submarine charges in the Rapids, &c., thereof.

It has been agreed by and between the said parties as follows:

1st. That the said parties, of the first part, shall and will examine and partly survey the River St. Lawrence from Prescott to the Head of the Lachine Canal, with the view of ascertaining (1st) the character and the extent of the obstructions which would have to be removed in order to procure a navigable

channel throughout the whole of the Rapids of the St. Lawrence, from Prescott to the head of the Lachine Canal, such channel not to be less than two hundred feet in width, to have no place at low summer water a less clear depth than twelve feet, and in those rapids subject to much swell, not less than thirteen feet; (2nd) the cost at which such improvement could be carried out.

2ndly. That the said parties, of the first part, shall fire fifty submarine charges, of one hundred and twenty-five pounds of powder each, in some part of the rapids, for the purpose of ascertaining whether the party of the first new method of blasting rocks under water can advantageously be made use of for the contemplated improvement.

3rdly. That the said parties, of the first part, shall procure or purchase all the necessary boats, materials, powder, &c., for the operations, pay all expenses of said examination, &c., as wages to men, repair of boats, &c.

4thly. That the said party, of the first part, shall carry out and accomplish these operations within one year from this day, and when they shall have been accomplished, make a full report to the Department of Public Works, accompanied with proper Charts shewing the result of the survey, &c.

5thly. That the parties of the first part also shall return in perfect good order to the Department of Public Works, such material, as scows, anchors, boats, instruments for surveying, &c., which may have been lent to them for use in these operations (as hereinafter), with the exception of such, however, as may have been lost during the operations by accident beyond their control.

And it is further agreed between the said parties that the party of the second part will let the party of the first part have the use of the scows, anchors, boats, instruments for surveying, &c., which belong to them, and which might be of use in the above mentioned examination, survey, &c., which the party of the first part have agreed to carry out (as above.)

That upon delivery of the report about the examination, &c., and the return of the material, &c., lent to them (as above), to refund to the party of the first part the expenses which they may have incurred in carrying out these operations, (as above), however, not beyond the sum of two thousand pounds, the payments hereof to be made in instalments during the operations, such as they may find that the expenses incurred by the party of the first part, and the progress of the operations will justify, or after the operations shall have been accomplished, and the payment only to be made upon the presentation of proper vouchers, with the only exception of two hundred and fifty pounds, which amount being destined to cover the travelling and personal expenses of the parties of the first part, a receipt signed by them shall be taken as good therefor.

And it is also further agreed (in case the above mentioned examination, &c., and the proposals for opening and permanently defining a navigable channel as above specified, which the party of the first part may be called upon to present to the Department of Public Works, should not lead to any contract or agreement for said improvements between the parties of the said first and second parts), the party of the second part will pay or cause to be paid unto the party of the first part, as a compensation for their labors and risks in making the said examination, &c., (as above), between seven hundred and fifty pounds, and one thousand two hundred and fifty pounds; the exact amount of this compensation to be fixed by the Department of Public Works upon consideration of all contending circumstances.

In witness whereof the parties of the first and second parts, as aforesaid, have hereunto signed their names and set their seals, and the Secretary for the said Public Works hath also signed these presents.

(Signed,)

MAILLEFERT & RAASLOFF,
HAMILTON H. KILLALY,
 Assistant Commissioner Public Works.
THOMAS A. BEGLY,
 Secretary Public Works.

Witnesses to the signatures of the party of the first part; also, witnesses to the signatures of the Honorable Commissioners and counter signature of the Secretary of Public Works.

(Signed,)

JAMES W. HARPER,
MICHAEL WALSH,
ARCHIBALD WALSH.

Articles of agreement and sale entered into and made in duplicate between Benjamin Maillfert and Waldimar Raasloff, both lately of New York, in the State of New York, one of the United States of America, now residing in the District of Montreal, in the Province of Canada, submarine Engineers, of the first part, and Her Majesty Queen Victoria, herein represented by the Commissioners of Public Works of the Province of Canada, of the second part, witness and declare as follows, to wit: That the said parties of the first part for and in consideration of the sum of one hundred and eighty-eight pounds nineteen shillings and four pence current money of Canada, to them in hand paid at the time of the execution of these presents (the receipt whereof is hereby acknowledged) have bargained, sold, assigned and made over, and by these presents do bargain, sell, assign, and make over unto the said parties of the second part, (thereof hereby accepting) the following boats and other craft and property belonging to them the said party of the first part, now lying and being near the Village of Coteau du Lac, in the County of Vaudreuil in the said Province, to wit: one scow, four boats, one Francis' metallic life boat, one mast, and one hundred fathoms of chain, the whole of which is fully and at large set forth in a certain statement and schedule marked A., hereto annexed, to form part thereof and signed by the parties to these presents.

And the said parties of the first part, for themselves, their heirs, executors, administrators and assigns will warrant and defend the said bargained property, goods, chattels and effects from and against all persons whomsoever.

In witness whereof the said parties to these presents have hereunto set their hands and seals and the Secretary of the said Public Works hath also counter-signed these presents, this ninth day of December, 1854.

(Signed,)

MAILLEFERT & RAASLOFF,
J. CHABOT,
 Chief Commissioner Public Works.
THOMAS A. BEGLY,
 Secretary, Public Works.

Witnesses to the signatures of Maillfert and Raasloff, the Chief Commissioner of Public Works, and counter-signature of the Secretary.

(Signed,)

JAMES W. HARPER,
J. GUY.

SCHEDULE A.

List of boats and other material purchased by the undersigned Maillefert and Raasloff, for use in their exploration of the Rapids of the River St. Lawrence.

One wooden scow 35 feet long, 10 feet beam, 4 feet depth of hold, built at St. Timothy, of tamarac, decked all over, with one rudder and tiller, and salmon-tail, 4 oars, etc,

One wooden boat 38 feet long, 8 feet beam, with 2 sails, 2 masts, 2 jib-booms, 2 oars, 1 rudder and tiller, built at New Haven, Connecticut.

One wooden boat 22 feet long, flat-bottomed, with 4 oars, built of pine at Coteau Landing.

One wooden boat 16 feet long, flat-bottomed, with 2 oars, built of pine at Coteau Landing.

One wooden boat 20 feet long, flat-bottomed, with 2 oars, built of pine at Coteau Landing.

One Francis' metallic life-boat, 16 feet long, with water tight compartments and 4 oars, built at New York.

One mast for iron barge, with stays.

One hundred fathoms $\frac{3}{4}$ inch chain, B.B. from H. 7, Wood & Co., Liverpool, entirely new.

The foregoing is the Schedule and statement referred to in foregoing bill of sale between Messrs. Maillefert and Raasloff, and the Commissioners of Public Works, Quebec.

(Signed,)

MAILLEFERT & RAASLOFF,

J. CHABOT,

Chief Commissioner of Public Works.

THOMAS. A. BEGLY,

Secretary of Public Works.

(Witnesses.)

(Signed,)

JAMES W. HARPER,

J. GUY.

Articles of agreement and sale entered into and made in duplicate, between Benjamin Maillefert and Waldimar Raasloff, both lately of New York, in the State of New York, one of the United States of America, now residing in the District of Montreal, in the Province of Canada, Submarine Engineers of the first part, and Her Majesty Queen Victoria, herein represented by the Commissioners of Public Works of the Province of Canada, of the second part, witness and declare as follows, to wit :

That the said parties of the first part, for and in consideration of the sum of one thousand one hundred and eighty-six pounds twelve shillings and three pence current money of Canada, to them in hand paid at the time of the execution of these presents, (the receipt of which is hereby acknowledged) have bargained, sold, assigned and made over and by these presents do bargain, sell, assign and make over, unto the said parties of the second part, (thereof hereby accepting) the following boats and other craft and property belonging to them the said party of the first part, now lying and being near the Village of Coteau du Lac, in the County of Vaudreuil, in the said Province, to wit : One iron barge, three metallic life-boats, and one wooden scow or boat, also all the rigging, sails, spars, materials, and furniture belonging to the said boats and craft, also divers other materials, goods, chattels and effects, the whole of which is fully and at large set forth in a

certain statement and Schedule marked A., hereunto annexed, to form part thereof and signed by the parties to these presents.

And the said parties of the first part for themselves, their heirs, executors, administrators and assigns, will warrant and defend the said bargained property, goods, chattels and effects from and against all persons whomsoever.

Signed and sealed by the said Maillefert and Raasloff, the party of the first part, at Montreal, this ninth day of September, 1854.

(Signed,) MAILLEFERT & RAASLOFF,

(Witnesses.)

(Signed,) JOHN MONK,
JOHN RADIGER.

Signed and sealed by the said Commissioners of Public Works, the Honorable Jean Chabot, and counter-signed by the Secretary at Quebec, this twelfth day of December, 1854.

(Signed,) J. CHABOT,
Chief Commissioner of Public Works.

THOMAS A. BEGLY,
Secretary Public Works.

(Witnesses.)

(Signed,) JAMES W. HARPER,
J. GUY.

SCHEDULE A.

List of boats and other materials purchased by the undersigned for use in their exploration of the Rapids of the river St. Lawrence.

One iron barge 55 feet long, 18 feet beam, 5½ feet of hold in the clear, bottom and bilge of ¼ inch, sides of 3 inch boiler plate, fastened to angle irons, with 3 bulk heads of ½ inch iron plate decked all over with 2 companionways, 2 hatchways, 2 cabins, 1 kitchen, 6 cleets, rudder with wheel and chain, the cabins fitted up respectively for 6 and 14 berths, built at Montreal.

One Francis' Patent metallic life boat of galvanized iron, 25 feet long, with 4 watertight compartments, cork fenders, 1 mast, 1 sail, 6 oars, 1 rudder with tiller, built at New York.

One Francis Patent metallic lifeboat, 22 feet long, with 2 watertight compartments, 4 oars, 1 rudder and tiller, built at New York.

One Francis Patent metallic lifeboat, 11 feet long, 2 watertight compartments, 3 oars, built at New York.

One wooden scow 36 feet long, 10 feet beam, 4 feet depth of hold, bottom of oak 2 inch thick, sides of tamarack 2 inch thick, decked 8 feet fore and 7 feet aft., 1 rudder with tiller and salmontail, 1 mast, 1 sail, 1 towpost, (oak) 4 oars, built at Montreal.

One Patent Capstan, (fixed on board of the iron barge.)

One smaller do. do. (do. do. 25 feet, lifeboat.)

One double Surveying wheel, (do. do. do.)

Four patent levers with racked wheels.

Thirty-two feet of cast iron racks.

Twenty square feet of ¼ inch boiler plate.

One cooking stove, (on board the iron barge.)

Six heavy patent blocks.

Six patent felt mattresses.

Six do. do. pillows.

Six do. do. life preservers.

Six pairs of sheets, cotton.

Six pillow cases, linen.

Fifteen pairs of blankets.

Twelve covers to mattresses.

Twelve cork jackets, life preservers.

Divers marine stores, namely : 3 boat lamps, 1 signal haulyard, 50 yards cotton rope, 1 tin can, etc.

Divers hardware, namely ; 4 large and 2 small axes, 6 taper saw files, 1 draw knife, 1 chisel, 5 augers, 1 handsaw, 1 hammer, 1 cross-cut saw, 24 spoons, 12 knives, 12 forks, 12 eggspoons, 24 teaspoons, 2 covers, etc.

The disbursements for the above materials amount to the sum of £1,186 12s. 3d., (freight and import duty included) as shown by the respective vouchers, to which reference may be had for the details, as far as the same have not been given above.

The foregoing is the Schedule and statement referred to in the foregoing bill of sale between Messrs. Maillefert and Raasloff, and the Commissioners of Public Works.

Montreal, 9th September, 1854.

(Signed,)

MAILLEFERT & RAASLOFF,

J. CHABOT,

Chief Commissioner of Public Works.

THOMAS A. BEGLY,

Secretary Public Works.

(Witnesses.)

(Signed,)

JOHN MONK,

JOHN RADIGER.

JAMES W. HARPER,

J. GUY.

R E T U R N

To an Address of the Legislative Assembly, to His Excellency the Governor General, dated the 26th September, 1854; praying His Excellency to cause to be laid before the House, "Copies of all Papers and Documents, connected with the sale and purchase of the Rondeau Harbor.

By Command.

GEO. E. CARTIER,

Secretary.

SECRETARY'S OFFICE,

Quebec, 22nd March, 1855.

INSPECTOR GENERAL'S OFFICE,

CUSTOMS DEPARTMENT, TORONTO, 27 June, 1851.

Sir,—I have the honor to acquaint you, that the Governor General has been pleased to charge you with the superintendence of the sale of the Rondeau Harbour and Road, to take place at the Custom House at Chatham, on Tuesday, the first of July next.

You will give your personal supervision of the sale, employing a Licensed Auctioneer for such sums as may be agreed upon, and as the Auctioneer will have no further trouble or responsibility, you will no doubt secure his services for a very moderate fixed remuneration.

The Conditions in the advertisement of the 16th May must be strictly adhered to, taking particular care that no party be permitted to bid who has failed to furnish security for the fulfilment of the Contract in the terms of the second paragraph of the advertisement, and in addition, you will cause the audience to be notified that the sale of the Harbour is to be made subject to a lease to Mr. G. Ellwood, of a lot 80 feet x 100, on which he is to construct a Warehouse, paying a rent of five pounds per annum, which will revert to the purchaser of the Harbour; the lease is renewable for ever, and at the expiration of each period of twenty-one years, a new valuation is to be made of the lot by arbitrators, one to be appointed by each party. There is also a clause that, should the Government require the lot for public purposes, they, the Government, can take possession thereof, on paying the proprietor the then value of the improvements, to be determined by arbitrators.

The upset price of the Harbour will be £2000, and for the road £500, and you will allow a quarter of an hour to elapse after any bid is taken before the works are finally adjudged.

I am to enjoin upon you to use every possible exertion to secure fair competition, and to request you to furnish me with a list of the several bids made, by whom offered, and the time of offering.

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

(Signed,) R. S. M. BOUCHETTE.

P.S.—Since writing the above, the Government has withdrawn the Road from sale, consequently you will only offer the Harbour above at the upset price of £2000, and notify the bidders distinctly on the subject.

(Signed,) R. S. M. B.

The COLLECTOR OF CUSTOMS,
Chatham.

I. G. O. CUSTOMS DEPARTMENT, TORONTO, 28 June, 1851.

Sir,—With reference to my letter to you of yesterday's date, I have the honor to acquaint you, that Mr. Ellwood has the privilege of building a store on the Rondeau Wharf or Pier, and you will please notify the bidders distinctly on this subject.

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

(Signed,) R. S. M. BOUCHETTE.

The COLLECTOR OF CUSTOMS,
Chatham.

RONDEAU HARBOUR AND ROAD.

Notice is hereby given, that on Tuesday, the first day of July next, at the Custom House at Chatham, at the hour of 12 o'clock noon, will be sold by Public Auction, the Harbour of Rondeau; also, the Road leading to the said Harbour, known as the Road commencing at Cook's Corner, on the dividing the Township of Raleigh, from that of Harwich in the County of Kent, and terminating at the Landing Wharf in front of the Town plot of Shrewsbury.

An upset price, to be stated at the time of sale, will be put on each work, the payment to be made as follows:—10 per cent. to be paid down at time of sale, and the remainder of the purchase money in equal annual instalments of five per cent. with interest, until the whole amount will be paid up. Security will be required in accordance with the Acts 12 Vic. cap. 4, and 13 & 14 Vic. cap. 14. Any further information required, may be obtained by making application at this Office.

By Command.

(Signed,) R. S. M. BOUCHETTE,
Commissioner of Customs.

Inspector General's Office, Customs Department,
Toronto, 15th May, 1851.

TORONTO, May 14th, 1851.

Sir,—I was in correspondence with you some time since about purchasing the Rondeau Harbor, and the Government Works connected therewith.

As the Agent of Messrs. E. S. Hoddard & Co., I beg to offer the sum of £2000 for the said Harbor of the Rondeau, and all piers and wharves connected therewith, with the full privilege of erecting such wharves or piers in any part thereof that we may think proper, and now vested in or under the control of the Board of Works, subject however, to the lease of Garner Elwood.

I also offer for the Road leading from the Harbor to the Town of Chatham, or so much thereof as can be sold, the sum of £500; such Road to embrace six Town lots on each side thereof in the Village of Shrewsbury, at the nearest practicable point to the wharf now erected.

If this offer be not accepted, I then have to request that all the said Works may be put up at Public Auction, on the first day of July next, or on such other day as you may prefer, at the Village of Shrewsbury, or the Town of Chatham.

I have the honor to be,

Sir,

Your most obedient Servant,

(Signed,) H. W. PRICE.

The Honorable HAMILTON H. KILLALEY,
Commissioner of Public Works.
&c., &c., &c.

(241.)

TORONTO, April 30th, 1852.

Sir,—I beg again to call your attention to the purchase made by my clients, nearly a year ago, of the Rondeau Harbour.

I beg to be informed finally, whether the purchase will be confirmed by Government or not, on July 1st next, a year's interest will be due for the purchase money, and thus far we have received no authority whatever to enter upon our purchase, more than could be given us by the auctioneer, and on such authority no reasonable man could be expected to expend money in improvements. By the delay in issuing the deed for the Harbour, my clients have been prevented from taking measures for repairing the works during the winter, and consequently these works are dropping into ruin, and every day's delay makes the matter worse, causing double expence in repairing, besides preventing my clients from taking advantage of the spring trade.

I have the honor to be, Sir,

Your most obedient Servant,

(Signed,) HARVY W. PRICE.

The Honorable the Inspector General.

BE it remembered, that on this first day of July, in the year of our Lord, One thousand eight hundred and fifty-one.

We, the undersigned Stockholders, met at Chatham, in the County of Kent, in the Province of Canada West, and resolved to form ourselves into a company, to be called the Rondeau Harbour Company, according to the provisions of a certain Act of the Parliament of this Province, intituled, "An Act to authorize the formation of Joint Stock Companies for the construction of roads and other works in Upper Canada, as amended by an Act to extend the Acts for the formation of companies for constructing roads and other works, to companies formed for the purpose of acquiring public works of like nature, for the purpose of purchasing the Harbour of Rondeau, and improving of the same in the County aforesaid." And we do hereby declare, that the capital stock of said company shall be Two thousand two hundred and fifty pounds, currency, to be divided into Four hundred and fifty shares, at the price or sum of five pounds each; and we the undersigned stockholders do hereby agree to accept the number of shares set by us opposite to our respective signatures, and we do hereby agree to pay the calls thereon, according to the provisions of the said in part recited Act, and of the Rules, Regulations, Resolutions, and Bye-Laws of the said Company, to be made or passed in that behalf, and we do hereby nominate John Montgomery, Ebenezar Wiswell, junior, William J. McAlpin, Edward Larned, junior, and Edwin L. Stoddard, to be the first Directors of the said company.

N A M E S .		No. of Shares.	Amount.		
			£	s.	d.
(Signed,)	John Montgomery	Seventy-five	375	0	0
"	Ebenezar Wiswell, junior	One hundred and fifty	750	0	0
"	William J. McAlpin	Seventy-five	375	0	0
"	Edward Larned, junior	Seventy-five	375	0	0
"	Edwin L. Stoddard	Seventy-five	375	0	0

At a meeting of the Directors held at Chatham, July 1st, 1851, Edward Larned, junior, was elected President and Treasurer. Ten per cent of the capital stock was then paid in.

(Signed,) EDWIN LARNED, junior.

COUNTIES OF KENT AND LAMBTON.

I hereby certify that the within is a true copy of the registration of the Rondeau Harbour Company, as registered in this office on the first day of July, A.D. 1851, at 11 o'clock A.M., in Lib. M. folio 270, and numbered 11487.

(Signed,) ANDREW WADDLE,

Dy. Regr.

The Rondeau Harbor Company mentioned in the Order of His Excellency the Governor General in Council, made the 2nd day of September, 1852, of which Order the annexed or foregoing is a copy, hereby consent and agree to all the terms, conditions and provisions, contained in said Order. And the Rondeau Harbor Company hereby accept the Public Works mentioned in said Order and the transfer thereof, and subject in every respect to the said terms, conditions, and provisions; and the said Company do hereby consent to the publication of the said Order in the Canada Gazette.

In witness whereof, the Directors of the said Company have caused the Seal of the said Company to be hereunto affixed, and the President of the said Company has hereunto set his hand, this thirteenth day of December, 1852.

(Signed,) EDWARD LARNED, JR.,
President of the Rondeau Harbor Company.
[L.S.]

(Copy.)

At the Government House, Quebec, the second day of September, 1852.

(Present,)

His Excellency the Governor General.

In Council.

His Excellency The Governor General having been pleased to lay before the (Signed, E. & K.) Executive Council, the Report of the Honorable Mr. Inspector General Hincks, of the first day of September, instant by which it appears that a certain Incorporated Company, called the Rondeau Harbour Company, under the authority of the Statutes, 12th Victoriae, chapter 5, and 13th and 14th Victoriae, chapter 14, agreed on the 1st day of July, 1851, to become the purchasers of the Public Works hereinafter mentioned, at the price or sum of two thousand and one pounds, payable ten per cent down, and the residue in instalments of five per cent each, with interest at the rate of five per cent per annum on the principal sum remaining unpaid, yearly on the first day of July in every year thereafter, and that the said Company had paid the first instalment of ten per cent of said purchase money, on the said first day of July, 1851, and the further sum of one hundred pounds and eighteen shillings, for the second instalment, and also the interest due on the first day of July, 1852, leaving the sum of one thousand and seven hundred pounds as the principal money unpaid.

It is by His Excellency The Governor General, in Council, under the authority of the said acts, thereupon ordered, that the following Public Works, that is to say, the Public Harbour known as the Rondeau Harbour, situate on Lake Erie, at the Township of Harwich, in the County of Kent, in Upper Canada, with the piers, breakwaters, and other works vested in Her Majesty, connected with and forming the said Harbour, and the Public Wharf within the said Harbour, and the Tolls of and arising from the said Harbour, be and the same are hereby granted and conveyed to the Rondeau Harbour Company aforesaid, and their successors and assigns, to hold to them and their successors and assigns for ever, upon and subject to the terms, provisions and conditions following:—

First.—That the Rondeau Harbour Company, their successors or assigns, do pay to the Receiver General of the Province of Canada for the time being, at his office, to and for the use of Our Sovereign Lady the Queen, Her Heirs and Successors, the full principal sum of one thousand and seven hundred pounds aforesaid, with interest thereon at the rate of five per cent per annum, from the first day of July, A.D. 1852, in manner and at the times following, that is to say, the sum of one hundred pounds, part of the said principal sum, on the first day of July next, and the like sum of one hundred pounds, other part thereof, on the first day of July in each year thereafter, until the whole of the said principal sum is paid, and the interest on the said principal, or on so much thereof as shall remain unpaid, yearly on the first day of July in every year hereafter, until the whole of the said principal sum is paid.

Second.—That the Rondeau Harbor Company aforesaid, their Successors and Assigns, shall keep the said Harbor and the entrance to the same, free and clear of all obstructions, and also the said Harbor, Piers, Wharf, and Breakwaters, and all other the works and premises aforesaid, at all times hereafter in thorough repair, and that for all the purposes of this order or transfer the sufficiency or insufficiency of such repair shall be ascertained and decided on by such Engineer as shall be appointed to examine the same by the Commissioners of Public Works in this Province, and his decision and report as to the sufficiency or insufficiency of such repair shall be final and conclusive.

Third.—That upon any breach or default in performance of any of the preceding conditions or any part thereof, and notwithstanding the waiver of any previous breach or default, and in addition to any other forfeiture incurred thereby, Her Majesty, Her Heirs or Successors, may enter into and upon the Public Works aforesaid, or may obtain possession of the same under a warrant or warrants as hereinafter provided, in which case the payments made by the said Company will be absolutely forfeited, and the Company will be held to the extent of their Capital for any damage caused by any such breach or default.

Fourth.—That the said Harbor shall at all times hereafter be a public Harbor, which all vessels and persons shall have the right to enter, and shall be kept and may be used for the accommodation and convenience of vessels entering, lying, loading, and unloading within the same, subject to the payment of the Harbor Tolls legally imposed, and also to all general regulations made or to be made for the regulation, management, proper using, and protection of the said Harbour, Piers, Wharf, and Breakwaters.

Fifth.—That the Tolls to be collected and received for the use of the said Harbor, shall not in any case exceed the rates of Toll mentioned and prescribed in and by a certain Proclamation by His Excellency the Governor General, bearing date at Montreal, the 1st November, 1847, and published in the Canada Gazette of the same year, at pages 4852 and 4853, appointing the rates of Toll for the Provincial Harbors in Upper Canada, nor shall such Tolls in any case exceed the maximum amount of Tolls prescribed by the schedule to the Provincial Statute 12th Victoria, chapter 4, for the use of the several Public Harbors therein mentioned, and that no Toll shall be charged or taken for passengers embarked or disembarked at the said Harbor.

Sixth.—That all rights and powers, which at or immediately before the making of this order were vested in the Governor in Council of this Province, and which, under the Provincial Statute 12th Victoria, chapter 5, can be granted to the said Company, of enacting regulations for the regulation and management, proper using, and protection of the said Harbor, Piers, Wharf, and Breakwaters, or for fixing or varying the Tolls of the said Harbor, or for the Collection of the said Tolls, or for allowing or varying the exemptions from said Harbor Tolls, and by such regulations to impose fines for en-

forcing the same, and to provide for the non-passing or detention at the risk of the owner of vessels, goods, or chattels, on which Tolls are not paid, or in respect of which any such regulations are not complied with or any injury done to the said Harbour, Piers, Wharf, or Breakwaters, or any fine may have been incurred, and remain unpaid, shall be and the same are subject to the provisions and restrictions contained in this order, hereby granted to and vested in the Rondeau Harbor Company aforesaid, and their successors forever. Provided, however, that all regulations of the Governor in Council, heretofore legally enacted for any of the purposes aforesaid, relating to or affecting the said Harbor, Piers, Wharf, or Breakwaters, and in force at the time of the passing of this order, shall, except in so far as they are inconsistent with the provisions hereinbefore contained, continue in force until otherwise ordered or enacted by any order or regulation of the said Company, and all the rights and powers by such regulations vested in Her Majesty or Her servants, with regard to the said Harbor, Piers, Wharf and Breakwaters, shall be and the same are hereby granted to and vested in the said Company, and their successors and servants respectively, and that all fines and penalties imposed by the said Regulations applying to or affecting the said Harbor, Piers, Wharf, and Breakwaters, shall belong to the said Company, but no fine to be imposed by any order or regulation enacted by the said Company under the powers hereby granted, shall exceed the sum of Fifty shillings: And provided further, that no regulations to be enacted by the Directors of the said Company, under the powers granted by this section, shall be valid and effectual, until approved of by the Commissioners of Public Works of the said Province, or one of them; but regulations by which Tolls or penalties are reduced in amount, may be made by the said Company, and shall not require such approval as aforesaid.

Seventh.—That Her Majesty, Her Heirs or successors, may at any time after the expiration of ten years from the first day of July, A.D., 1851, resume the said Public Works hereby granted, upon paying to the said Company, their successors, or assigns, the then cash value of the said works, less the instalments of the purchase money, aforesaid, and arrears of interest thereon if any remaining unpaid, provided the Inspector General of the said Province, or other officer authorized in that behalf by the Governor or person administering the Government of the said Province, shall have previously given to the said Company, their successors or assigns, six calendar months' notice in writing, of their intention to resume the said works, and of the day on which the same will be resumed. And the said Inspector General or other officer, authorized as aforesaid, and the said Company, their successors or assigns, shall agree upon and fix the value of the said Works, within two calendar months from the time of giving such notice; and in default thereof, the said Inspector General, or other officer authorized as aforesaid, shall select one arbitrator on behalf of Her Majesty, Her Heirs or Successors, and the said Company, their Successors and Assigns, shall select another arbitrator, and in default of the said Company, their Successors and Assigns making such selection, and notifying the said Inspector General or other Officer thereof, and of the person so selected within ten days after being required in writing by the said Inspector General or other Officer so to do, such Inspector General or other Officer may name an arbitrator on behalf of the said Company, their Successors and Assigns, and the said two arbitrators shall appoint a third arbitrator within ten days after the appointment of the arbitrator on behalf of the said Company, their Successors and Assigns, and in default thereof, a third arbitrator shall be appointed by the Judge, or senior Judge for the time being of the County Court of the County or United Counties in which the said works, or the greater part thereof shall lie, and in case there shall not be a Judge of such County Court there, by the Chancellor of Upper Canada for the time being, and the said arbitrators shall receive evidence and enquire into and ascer-

tain the value of the said works, having previously given to the said Inspector General or other Officer, and to the said Company, their Successors or Assigns, eight days' notice in writing of the time and place of their sittings, and the award in writing of the said arbitrators, or of any two of them, under the hand and seals of any two or more of them, fixing the value of the said works, and made at least one week previous to the day mentioned in the aforesaid notice for resuming the said works, shall be final, and the amount so fixed shall be taken to be the cash value of the said works. Provided, that in case no award shall be made by the said arbitrators, or any two of them, within the time hereinbefore mentioned in that behalf, the said Inspector General or other Officer, may again give six calendar months' notice of the intention to resume the said works, and of the day on which the said works will be resumed, and the like proceedings in every respect may be thereafter taken under the foregoing provisions, as if no previous notice had been given by the said Inspector General or other Officer, and as if no arbitrators had been previously chosen; that upon payment or tender to the said Company, their Successors or Assigns, of the value of the said works so agreed upon or fixed as aforesaid, less the amount of the purchase money aforesaid, and arrears of interest if any remaining unpaid, or upon a warrant for the payment of the same to the said Company, their Successors or Assigns, being issued and deposited with the Receiver General of the said Province, the said Company, their Successors or Assigns, and all persons claiming any estate or interest in the said works, or any part thereof under them, shall on the day mentioned in the notice aforesaid, for resuming the said works, by a good and sufficient deed, convey and surrender to Her Majesty, Her Heirs and Successors, wholly free from any incumbrances whatsoever, the said works and every part thereof, and all right and title therein or thereto acquired by the said Company under this order, and at the same time yield up peaceable and quiet possession of the said works, and every part thereof, to Her Majesty, Her Heirs and Successors, and in default of so doing Her Majesty, Her Heirs or Successors may enter into and upon the said works, or a warrant or warrants may at any time thereafter issue for obtaining possession of the said works as hereinafter provided, and that all notices or papers for the said company may be served on the President, Secretary, Treasurer, or any Director or other officer of the said company, which shall for all purposes be considered a sufficient service on the said company.

Eighth.—That whenever by reason of any default, breach of condition or otherwise, under the foregoing provisions, Her Majesty, Her Heirs or Successors, shall have the right to enter into or upon the said works, it shall be lawful for Her Majesty, Her Heirs or Successors, or for such person or persons as the Governor or person administering the Government of the said Province shall authorize or appoint for that purpose on behalf of Her Majesty, Her Heirs or Successors, into and upon the said Tolls, Public Works and Premises, with the appurtenances hereby transferred, or into or upon any part thereof in the name of the whole, to enter, and the said Company, their successors and assigns, and their servants, and all collectors, receivers, and occupiers of the said premises thereout and from thence utterly to expel, put out and remove, or a warrant or warrants directed to the Sheriff of any County or United Counties in which the said works or any part thereof shall be situate, may be issued under the hand and seal of the Governor or Person administering the Government of the said Province, reciting such default, and commanding such Sheriff forthwith to deliver to a public officer to be named in said warrant for Her Majesty, Her Heirs and Successors, the said public works and premises hereby transferred, with the appurtenances or such parts thereof as shall be situate in the County or United Counties of such Sheriff, and the said Sheriff and his officers and assistants shall have full power and authority under such warrant, to enter into and upon the said works and every part thereof within his County or United Counties, or upon any part thereof in the

name of the whole ; and the said Company, their successors and assigns, and their servants and all collectors, receivers and occupiers of the said premises thereout and from thence utterly to expel, put out and remove, and to deliver the same and the possession thereof to the said public officer for Her Majesty, Her Heirs and Successors ; and that upon any entry being made by or on behalf of Her Majesty, Her Heirs or Successors, or upon possession being delivered by any Sheriff or Sheriffs as aforesaid, this order and every matter and thing herein contained shall thenceforth become and be vacated and determined, and Her Majesty, Her Heirs and Successors shall thenceforth stand and be absolutely seized and possessed of the said works and every part thereof, and of Her and their original estate therein.

Ninth.—That any person or persons, or any Body or Bodies Corporate, now or hereafter holding any land in freehold or for term of years, bordering on the waters of the said Harbor, and desirous of building any Pier or Wharf within the limits of the said Harbor, which, in the opinion of the Commissioners of Public Works of the said Province, will not obstruct the proper using of the said Harbor, shall have the right to build such Pier or Wharf into the waters of the said Harbor, in front of such land, having first obtained the authority in writing of the said Commissioners so to do, which authority shall be valid and effectual against the said Company, their Successors and Assigns to all intents, as if the right to build such Wharf or Pier, and the water, or land covered with water, occupied by such Pier or Wharf, had been granted in fee to such person or persons, Body or Bodies Corporate, by Her Majesty, previous to the making of this Order.

Certified.

WM. H. LEE,
Acting C. E. & C.
[1352.]

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

RETURN

TO AN ADDRESS from the Legislative Assembly, of the 26th ultimo, for copies of documents relative to the construction of Light Houses and Piers below Quebec, and relative to Tenders and Contract for Tug Boats plying on the St. Lawrence below Quebec.

By Command,

GEO. ET. CARTIER,
Secretary.

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

ORDERS IN COUNCIL RELATIVE TO PIERS &C., BELOW QUEBEC.

[1126.]

Extract from a report of a Committee of the Honorable the Executive Council, on Matters of State, dated 17th September, 1852, approved by his Excellency the Governor General in Council, on the 17th September, 1852.

On the report of the Assistant Commissioner of Public Works, dated 13th instant, stating that considerable progress being made in the work of the Landing Piers below Quebec, the Commissioners considered it necessary to send their chief Engineer to examine and report thereon, that after examination that Officer has come to the conclusion that some alteration in the mode of construction of the work generally will be necessary, the cost of which can be covered by a curtailment of the length of the Piers respectively so that no additional outlay will be required, also in the case of the two Piers upon the North Shore, the chief Engineer reports that an additional width will be indispensable to one and a cross-head to the other. The Commissioners state that they are fully impressed with the importance of both of these changes as well for the security as for the conveniency of the Piers, that the cost of carrying them out will be £2500 beyond the amount of appropriation, an expenditure which they believe to be necessary, and as the work is in that state that the proposed changes can just now be most economically and advantageously made, they recommend that authority be given to proceed with them.

The Committee humbly advise that the authority required be granted.

Certified.

(Signed) WM. H. LEE,
Acting Clerk.

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

[1192.]

Extract from a report of a Committee of the Honorable the Executive Council, on Matters of State, dated 18th May, 1853, approved by His Excellency the Governor General in Council, on the same day.

On the report dated 18th instant, from the Chief Commissioner of Public Works, representing that Messrs. Rigney & Smith, Contractors for the construction of the Landing Piers below Quebec, viz : at Berthier, L'Islet, Point aux Orignaux and Rivière du Loup, have abandoned their contracts and request to be released from all further connection with it, that under the circumstances it will be for the interest of the Government to transfer the contract for the above mentioned Piers to Mr. Baby, the contractor for those at Eboulemens and Malbaie who is willing to undertake the same.

The Committee humbly advise that the contract be transferred to Mr. Baby on the terms, reservations, and conditions enumerated in the Report above mentioned.

Certified,

(Signed) WILLIAM H. LEE,
Acting Clerk.

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

[1206.]

Extract from a report of the Committee of the Honorable the Executive Council on Matters of State, dated 23rd August, 1853, approved by His Excellency the Administrator in Council, on the 24th of same month.

On the report of the Chief Commissioner of Public Works, dated 19th August, 1853, stating the satisfactory progress with the works of the landing

Pier at Rivière du Loup *en bas*, and representing the insufficiency of the appropriation to terminate the Pier so as to afford the accommodation and advantages for which the work was intended, and recommending that his department be authorized to contract for an additional length of *four hundred feet*, the cost of which at present prices will be about £6,380.

The Committee advise that the authority recommended be granted.

Certified,

(Signed) WILLIAM H. LEE,
Acting Clerk.

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

[1210.]

Extract from a report of a Committee of the Honorable the Executive Council, on Matters of State, dated the 30th June, 1853, approved by His Excellency the Governor General, on the same day.

On the report of the Assistant Commissioner of Public Works dated 24th June, 1853, stating that representations having been made of the insufficiency of the new Landing Pier at Berthier, as at present planned and contracted for, an examination thereof has been made by which it appears that from the shortness of the Pier as now laid out, there would not be room for a vessel to be brought to it with any wind on, nor would it be safe for a vessel to lie alongside of it at low water unless an additional length is put to it; that the addition referred to should be *sixty feet by sixty feet* and that the increased cost of the expenditure over the original estimate will thus amount to £1952 10s. to incur which he requests authority.

The Committee humbly advise that the necessary authority be granted.

Certified,

(Signed,) W. A. HIMSWORTH

To the Honorable the Commissioner of Public Works.

[1215.]

Extract from a report of the Committee of the Honorable the Executive Council on Matters of State dated 23rd August, 1853, approved by His Excellency the Administrator of the Government in Council on the following day.

On the report of the Chief Commissioner of Public Works dated 23rd August, 1853, stating that the contractors for the erection of a wharf to Rimouski have failed to fulfil their engagements, the time for the delivery of their work having expired on the 1st instant, that they offer to reimburse any excess of money received by them over and above the value of the work already done and request that they may be relieved of their contract.

The Commissioner is of opinion, for the reasons mentioned in his report, that the request of the contractors should be acceded to, and that Mr. Baby's tenders to continue and complete the work should be accepted; he therefore requests that his Department may be authorized to cancel Messrs. Lepage's contract and to accept Mr. Baby's tenders.

The Committee recommend that the authority requested be granted.

Certified,

(Signed,) W. H. LEE,
C. E. C.

To the Honorable the Inspector General,
&c., &c., &c.

[1229.]

Extract from a report of a Committee of the Honorable the Executive Council on Matters of State, dated 17th October, 1853, approved by His Excellency the Administrator of the Government in Council on the same day.

On the Report of the Chief Commissioner of Public Works, dated the 6th instant, representing that the two Piers now being erected at L'Islet and at Point aux Orignaux, according to the contract will be without water at their frontage at low water, and consequently will be of no use whatever, for the purposes of navigation, inasmuch as sea vessels will find no shelter there in stormy weather, and coasting or Ocean Steamers will not be able to land at all times; that should the necessity for extending these Piers be admitted, this season would be the most advantageous and proper one to have the work done; that one great advantage among others to result from the Piers being completed by the 1st of July next, would be that all the Railroad Iron and other materials for the Quebec and Trois Pistoles Railroad would be landed there instead of at Quebec, from whence they would have to be carried either by land or by water to the several localities; that the cost of extending those Piers will be about Eleven thousand pounds, and recommend under the circumstances the immediate completion of the Piers, and that the Commissioners of Public Works be authorized accordingly.

The Committee humbly advise that the Commissioners be authorized as recommended.

Certified,

(Signed,) WILLIAM H LEE,
Acting C. E. C.

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

[1260.]

Extract from a Report of a Committee of the Honorable the Executive Council on Matters of State, dated 27th March, 1854, approved by His Excellency the Administrator of the Government in Council on the 31st same month.

On the report of the Chief Commissioner of Public Works dated 27th March 1854, stating for the information of Your Excellency in Council, that three of the landing places below Quebec, viz., those at Berthier, Eboulemens and Malbaie, are completed with the exception of placing lights upon them, according to the original plans; that the other wharves are not yet finished, but are in an advanced state of progress; that the total cost of these wharves amounts to the sum of £74,344 5s. 9d.; that the additional expense arises from the fact that the original contractors having failed it became necessary to relet the contract at an increased price, the actual cost thus exceeding the appropriation by the sum of £13,511 15s. 9d.; that the works will shortly be recommenced, and to carry them on it will be necessary to place at the disposal of the Commissioners of Public Works a further sum of £12,500 making in all an amount of £26,011 15s. 9d., he therefore requests that your Excellency will be pleased to order that the said sum of £26,011 15s. 9d. may be placed at the disposal of the Commissioners for the objects above indicated.

The Committee advise that the above amount be appropriated as requested.

Certified,

W. H. LEE,
C. E. C.

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

TENDERS FOR THE LANDING PIER AT BERTHIER.

The undersigned hereby offer to the Commissioners of Public Works to furnish all necessary tools, implements, boats, scows, labour and materials, and to execute and complete, in a workmanlike manner, all the work connected with the construction of a Landing Pier at Berthier, according to the plans and specifications exhibited, at the following prices:

DESCRIPTION OF WORK.	PRICE.	Names and Residences of Contractor and Securities with date of Contract.	PRICE.	Names and Residences of Contractor and Securities with date of Contract.	PRICE.	Names and Residences of Contractor and Securities with date of Contract.	PRICE.	Names and Residences of Contractor and Securities with date of Contract.	PRICE.	Names and Residences of Contractor and Securities with date of Contract.	PRICE.	Names and Residences of Contractor and Securities with date of Contract.	PRICE.	Names and Residences of Contractor and Securities with date of Contract.	PRICE.	Names and Residences of Contractor and Securities with date of Contract.	PRICE.	Names and Residences of Contractor and Securities with date of Contract.	PRICE.	Names and Residences of Contractor and Securities with date of Contract.				
1. For face timber, 12 inches square, and varying from that to 12 x 15 inches, 20 to 30 feet long and upwards, of white or red pine, tamarack or cedar, measured in the work; per cubic foot	£ s. d. 0 0 10	(Contractor) Charles Touchette, Carpenter, St. Rochs Suburb, Des Prairies street. (Securities) Pierre Allard, Merchant, St. Rochs Suburb. Michel Robitaille, of Chateau Richer. Dated at Quebec, the 2nd day of February, 1852.	£ s. d. 0 0 6½	(Contractors) R. McDonald, Cornwall, Canada West. (Securities) J. A. Cameron, Cornwall, Canada West. Dated at Montreal, the 30th January, 1852.	£ s. d. 0 0 10	(Contractors) Ronald McDonald, Cornwall, Canada West. (Securities) John Cameron, Cornwall, Canada West. Dated at Cornwall, the 24th January, 1852.	£ s. d. 0 1 4½	(Contractor) Germain St. Pierre, St. John Suburb. (Securities) George Hall, Upper Town, Quebec. Edouard St. Pierre, Upper Town Quebec. Dated at Quebec, the 2nd day of February, 1852.	£ s. d. 0 0 7½	(Contractor) David Brown. (Securities) John Wilson, Montreal. Alexander McDonald, Montreal.	£ s. d. 0 0 8	(Contractors) H. N. Jones, Beauport. (Securities) D. Vaughan, LeMeunier, Tiptone & Co, Quebec. John Wilson, Quebec. Dated at Quebec, the 2nd day of February, 1852.	£ s. d. 0 0 7	(Contractors) Alexander McDonald, (Securities) Robert Goodwillie, Montreal. John Sutherland, Montreal. Thomas Watson, Montreal. Dated at Montreal, the 31st day of January, 1852.	£ s. d. 0 0 11½	(Contractors) Joseph Gingras, St. Nicholas. (Securities) Gabriel Lemieux, St. Chrysostome. Antoine Lemieux, Point Levi. Louis Martineau, St. Nicholas. Dated at St. Nicholas, the 2nd day of February, 1852.	£ s. d. 0 0 7½	(Contractors) James Eigney, Montreal. (Securities) James Smith, Quebec. J. M. Forca, Montreal. Jos. Hamel, Quebec. Dated at Quebec, the 2nd day of February, 1852.	£ s. d. 0 0 7½	(Contractors) Hutchison and Morrison, Montreal. (Securities) Noah Shaw, Montreal. Land Paton, Montreal. Dated at Montreal, the 31st day of January, 1852.	£ s. d. 0 0 7½	(Contractor) Sbas Thibault, St. John Suburb, Quebec. (Securities) Abraham Gervais, St. Thomas. Maurice Thibault, Quebec. Dated at Quebec, the 2nd day of February, 1852.	£ s. d. 0 0 7½	(Contractor) Denis Maguire, 51 Peter street, Quebec. (Securities) John St Julien, Merchant, Etchemin. Denis Maguire, Junior, Merchant, Spencer Cove. Dated at Quebec, the 2nd day of February, 1852.
2. For longitudinal and transverse ties, 12 inches thick flatted, 20 to 30 feet long and upwards, of white or red pine, tamarack or cedar, measured in the work; per lineal foot	0 0 0		0 0 8½		0 0 10		0 0 7½		0 0 6½		0 0 9½		0 0 5½		0 0 6		0 0 6		0 0 6½		0 0 7½			
3. For longitudinal ties, 11 inches thick flatted, 30 feet long and upwards, of the same or of spruce, hemlock or birch, measured in the work; per lineal foot	0 0 9		0 0 7½		0 0 8½		0 0 7½		0 0 5½		0 0 9½		0 0 5½		0 0 6		0 0 6		0 0 6½		0 0 7			
4. For face timbers, 12 inches square, and varying from that to 12 x 15 inches, 30 feet long and upwards, of spruce, hemlock or birch, measured in the work; per cubic foot	0 0 10		0 0 8½		0 0 10		0 0 4½		0 0 7½		0 0 10½		0 0 6½		0 0 7½		0 0 7½		0 0 7½		0 0 7½			
5. For cross ties and bottoms, 10 inches flatted, 33½ to 34 feet long, of spruce, hemlock, birch, pine, tamarack or cedar, measured in the work; per lineal foot	0 0 9		0 0 7		0 0 8½		0 0 8		0 0 6		0 0 9		0 0 6		0 0 6		0 0 6		0 0 5		0 0 6½			
6. For bottoms 9 inches flatted, 22 and 32 feet long, of spruce, hemlock, birch, pine, tamarack or cedar, measured in the work; per lineal foot	0 0 8		0 0 6½		0 0 8		0 0 7½		0 0 6		0 0 8½		0 0 4½		0 0 5½		0 0 5½		0 0 5		0 0 6			
7. For vertical fenders of half round tamarack or pine, 12 x 9 inches, measured in the work; per lineal foot	0 0 8		0 0 6½		0 0 6		0 0 7½		0 0 7		0 1 1½		0 0 7		0 0 10		0 0 6		0 0 6		0 0 6			
8. For vertical sheeting of half round tamarack or pine, 12 x 6 inches, measured in the work; per lineal foot	0 0 7		0 0 6		0 0 4½		0 0 4½		0 0 4½		0 1 1		0 0 5½		0 0 5½		0 0 5½		0 0 5		0 0 5			
9. For wale pieces along top of Pier, 12 x 6 inches, measured in the work; per lineal foot	0 0 6		0 0 6		0 0 5		0 0 10		0 0 4½		0 0 10½		0 0 5½		0 0 6		0 0 6		0 0 5½		0 0 5			
10. For snubbing Posts as specified, provided and placed; each	1 0 0		0 10 0		0 10 0		0 15 0		0 10 6		2 0 6		0 11 3		0 15 0		0 15 0		0 13 6		1 10 0			
11. For three inch pine plank, per M. square feet superficial, measured in the work; per M. sq. foot	8 0 0		5 0 0		0 0 2		5 10 0		7 0 0		4 0 0		3 0 0		12 10 0		3 0 0		3 10 0		3 10 0			
12. For wrought iron bolts and spikes; per lb.	0 0 2		0 0 5		0 0 5		0 0 4		0 0 3½		0 0 3½		0 0 4		0 0 4		0 0 4		0 0 4½		0 0 3½			
13. For stones filled in cribs, and in rip rap wall of embankment, measured in the work; per toise	1 0 0		1 5 0		1 0 0		1 2 0		1 10 0		1 3 9		1 2 6		0 17 6		1 1 3		1 5 0		1 5 0			
14. For embankment, measured in the work; per cubic yard	0 2 6		0 0 9		0 0 9		0 6 0		0 1 0		0 0 9		0 0 10		0 0 10		0 1 0		0 17 6		0 17 6			
15. For gravel on top of embankment, measured in the work; per cubic yard	0 5 0		0 2 0		0 1 6		0 10 0		0 1 6		0 1 0		0 1 0		0 1 0		0 1 0		0 2 0		0 2 0			

TENDERS FOR THE LANDING PIER AT L'ISLET.

The undersigned hereby offer to the Commissioners of Public Works to furnish all necessary tools, implements, boats, scows, labour and materials, and to execute and complete, in a workmanlike manner, all the work connected with the construction of a Landing Pier at L'Islet, according to the plans and specifications exhibited, at the following prices:

DESCRIPTION OF WORK.	PRICE.	Names and Residences of Contractor and Securities with date of Contract.	PRICE.	Names and Residences of Contractor and Securities with date of Contract.	PRICE.	Names and Residences of Contractor and Securities with date of Contract.	PRICE.	Names and Residences of Contractor and Securities with date of Contract.	PRICE.	Names and Residences of Contractor and Securities with date of Contract.	PRICE.	Names and Residences of Contractor and Securities with date of Contract.	PRICE.	Names and Residences of Contractor and Securities with date of Contract.	PRICE.	Names and Residences of Contractor and Securities with date of Contract.	PRICE.	Names and Residences of Contractor and Securities with date of Contract.	PRICE.	Names and Residences of Contractor and Securities with date of Contract.	PRICE.	Names and Residences of Contractor and Securities with date of Contract.	PRICE.	Names and Residences of Contractor and Securities with date of Contract.		
	£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.	
1. For face timber, 12 inches square, and varying from that to 12 x 15 inches, 20 to 30 feet long and upwards, of white or red pine, tamarack or cedar, measured in the work; per cubic foot.....	0 0 7½	{ James Rigney, Montreal. { James Smith, Quebec. { James M. Ferris, Montreal. { Joseph Hamel, Quebec. Dated at Quebec, the 16th day of February, 1852.	0 1 4½	{ George Cyril Fréchette, No. 2, Richardson street, St. Roch, Quebec. { Augustin Fréchette, St. Nicolas. { Pierre Giroux, No. 1, St. Vallier street, St. Roch, Quebec. Dated at St. Roch, the 16th day of February, 1852.	0 0 8½	{ Sabas Thibault, Quebec. { Léon Perrault. { Abraham Gervais. Dated at Quebec, the 16th day of February, 1852.	0 0 7½	{ Charles Touchette, Quebec. { B. Foubert, junior, L'Islet. { Archibald Campbell, Esquire, Quebec. { Pierre Allard, Merchant, Quebec. Dated at Quebec, the 16th day of February, 1852.	0 1 4	{ Vital Gagné, St. Thomas. { Frs. Fournier, Esquire, St. Thomas, County of L'Islet. { Charles Marie Laucus, Esquire, St. Thomas, County of L'Islet. Dated at St. Thomas, the 13th day of February, 1852.	0 0 7½	{ Denis Maguire, 51, Peter street, Quebec. { John Stanton, Merchant, Eschenin. { Denis Maguire, Junior, Merchant, Spencer Cove. Dated at Quebec, the 16th day of February, 1852.	0 1 0	{ François Ed. Verrault, Point Lévi. { William Henry, Point Lévi. { Archibald Campbell, Notary Public, Quebec. Dated at Point Lévi, the 14th day of February, 1852.	0 0 8½	{ H. N. Jones. { D. Vaughan. { LeMesurier, Tilstone, & Co. Dated at Quebec, the 16th day of February, 1852.	0 0 8	{ D. A. Macdonald. { R. S. Macdonald, Esquire, Lancaster. { D. E. McIntyre, Sheriff United Counties of Stormont, Dundas and Glengary, { Cornwall. Dated at Alexandria, the 27th day of January, 1852.	0 1 3	{ Auguste Laberge, Queen street, St. Roch, Quebec. { Pierre Laberge, Queen street, St. Roch, Quebec. { Pierre Laberge, Junior, Queen street, St. Roch, Quebec. Dated at Quebec, the 16th day of February, 1852.	0 0 10	{ François Gagnon, Arago street, St. Vallier Suburb. { Joseph Adams, Prince Edward Street, St. Roch's Suburb, Quebec. { Charles Adair, L'Islet. Dated at Quebec, the 13th day of February, 1852.	0 1 2½	{ David Brown. { John Hilton, Montreal. { Alexander Fleck, Montreal. Dated at Montreal, the 14th day of February, 1852.	0 0 7½	
2. For longitudinal and transverse ties, 12 inches thick flatted, 20 to 30 feet long and upwards, of white or red pine, tamarack or cedar, measured in the work; per lineal foot.....	0 0 6		0 1 0		0 0 7½		0 0 10		0 0 7½		0 0 10		0 1 8		0 0 7½		0 0 11½		0 0 7½		0 0 6½		0 1 2		0 0 10	0 0 7½
3. For longitudinal ties, 11 inches thick flatted, 30 feet long and upwards of the same or of spruce, hemlock or birch, measured in the work; per lineal foot.....	0 0 6		0 1 0		0 0 7½		0 0 10		0 0 6½		0 0 10		0 1 8		0 0 7½		0 0 11½		0 0 7½		0 0 6½		0 1 2		0 0 10	0 0 7½
4. For face timbers, 12 inches square, and varying from that to 12 x 15 inches, 30 feet long and upwards, of spruce, hemlock or birch, measured in the work; per cubic foot.....	0 0 6½		0 0 11		0 0 8½		0 0 7		0 0 10		0 0 7		0 1 4		0 0 7½		0 1 0		0 0 8½		0 0 7½		0 1 8		0 1 6	0 0 7½
5. For cross ties and bottoms, 10 inches flatted, 32½ to 34 feet long, of spruce, hemlock, birch, pine, tamarack or cedar, measured in the work; per lineal foot.....	0 0 6		0 0 11		0 0 6		0 0 7		0 0 6		0 0 7		0 1 2		0 0 6½		0 0 11		0 0 6		0 0 5½		0 1 0		0 0 10	0 0 6
6. For bottoms 9 inches flatted, 22 and 32 feet long, of spruce, hemlock, birch, pine, tamarack or cedar, measured in the work; per lineal foot.....	0 0 5		0 0 9		0 0 6		0 0 6		0 0 5½		0 0 6		0 1 2		0 0 6		0 0 11		0 0 5½		0 0 5½		0 0 11½		0 0 9	0 0 6
7. For vertical fenders of half round tamarack or pine, 12 x 9 inches, measured in the work; per lineal foot.....	0 0 7½		0 0 11		0 0 9		0 0 7		0 0 8		0 0 8		0 1 4		0 0 6		0 0 7½		0 0 7½		0 0 7½		0 1 1½		0 1 0	0 0 7½
8. For vertical sheeting of half round tamarack or pine, 12 x 6 inches, measured in the work; per lineal foot.....	0 0 4½		0 0 10		0 0 10		0 0 5		0 0 7½		0 0 5		0 1 4		0 0 5		0 0 10		0 0 5½		0 0 5½		0 1 0		0 0 10	0 0 4½
9. For wale pieces along top of Pier, 12 x 6 inches, measured in the work; per lineal foot.....	0 0 5½		0 0 10		0 0 9		0 0 6		1 0 0		0 0 6		0 1 1		0 0 8		0 0 10		0 0 6½		0 0 6½		0 1 0		0 0 10	0 0 4½
10. For snubbing Posts as specified, provided and placed; each.....	0 12 3		1 5 0		0 12 10		0 17 6		1 0 0		1 0 0		1 0 0		1 10 0		2 0 0		0 12 6		0 15 0		1 10 0		1 10 0	0 15 0
11. For three inch pine plank, per M. square feet superficial, measured in the work; per M. sq. foot.....	4 2 6		8 10 0		5 5 0		9 0 0		3 10 0		9 0 0		10 10 0		5 10 0		12 10 0		4 10 0		7 10 0		7 10 0		18 0 0	7 0 0
12. For wrought iron bolts and spikes; per lb.....	0 0 4½		0 0 3		0 0 4		0 0 2		0 0 4		0 0 2		0 0 5		0 0 3½		0 0 8½		0 0 4½		0 0 4½		0 0 8		0 0 8½	0 0 8½
13. For stones filled in cribs, and in rip rap wall of embankment, measured in the work; per toise.....	1 0 0		1 7 6		1 2 6		1 0 0		1 5 0		1 0 0		1 4 0		1 5 0		1 8 9		1 5 6		1 5 0		1 10 0		1 5 0	1 10 0
14. For embankment, measured in the work; per cubic yard.....	0 0 9½		0 8 0		0 1 3		0 2 0		0 1 3		0 2 0		0 2 6		0 17 6		0 5 6		0 1 0		0 0 10		0 4 6		0 2 6	0 1 0
15. For gravel on top of embankment, measured in the work; per cubic yard.....	0 1 1		0 4 0		0 1 0		0 2 0		0 2 0		0 5 0		0 2 0		0 2 0		0 5 6		0 1 8		0 1 0		0 5 0		0 6 3	0 1 6

TENDERS FOR THE LANDING PIER AT L'ISLET.—(Continued.)

DESCRIPTION OF WORK.	PRICE.		Names and Residences of Contractor and Securities with date of Contract.	PRICE.		Names and Residences of Contractor and Securities with date of Contract.	PRICE.		Names and Residences of Contractor and Securities with date of Contract.	PRICE.		Names and Residences of Contractor and Securities with date of Contract.	PRICE.		Names and Residences of Contractor and Securities with date of Contract.												
	£	s.		d.	£		s.	d.		£	s.		d.	£		s.	d.	£	s.	d.							
1. For face timber, 12 inches square, and varying from that to 12 x 15 inches, 20 to 30 feet long and upwards, of white or red pine, tamarack or cedar, measured in the work; per cubic foot.....	0	0	7	0	0	8	0	0	9 $\frac{1}{2}$	0	0	9	0	0	7 $\frac{1}{2}$	0	0	7 $\frac{1}{2}$	0	1	0						
2. For longitudinal and transverse ties, 12 inches thick flatted, 20 to 30 feet long and upwards, of white or red pine, tamarack or cedar, measured in the work; per lineal foot.....	0	0	7	0	0	6 $\frac{1}{2}$	0	0	7 $\frac{1}{2}$	0	0	8 $\frac{1}{2}$	0	0	7 $\frac{1}{2}$	0	0	8	0	0	7	0	0	7	0	1	0
3. For longitudinal ties, 11 inches thick flatted, 30 feet long and upwards of the same or of spruce, hemlock or birch, measured in the work; per lineal foot.....	0	0	6 $\frac{1}{2}$	0	0	6 $\frac{1}{2}$	0	0	7 $\frac{1}{2}$	0	0	8	0	0	6	0	0	7	0	0	6 $\frac{1}{2}$	0	0	6 $\frac{1}{2}$	0	0	10
4. For face timbers, 12 inches square, and varying from that to 12 x 15 inches, 30 feet long and upwards, of spruce, hemlock or birch, measured in the work; per cubic foot.....	0	0	7	0	0	8	0	0	9 $\frac{1}{2}$	0	0	9 $\frac{1}{2}$	0	0	6	0	0	8	0	0	7 $\frac{1}{2}$	0	0	7 $\frac{1}{2}$	0	1	0
5. For cross ties and bottoms, 10 inches flatted, 33 $\frac{1}{2}$ to 34 feet long, of spruce, hemlock, birch, pine, tamarack or cedar, measured in the work; per lineal foot.....	0	0	6 $\frac{1}{2}$	0	0	6	0	0	7	0	0	8	0	0	6	0	0	7	0	0	6	0	0	6	0	0	7 $\frac{1}{2}$
6. For bottoms 9 inches flatted, 22 and 32 feet long, of spruce, hemlock, birch, pine, tamarack or cedar, measured in the work; per lineal foot.....	0	0	6	0	0	5 $\frac{1}{2}$	0	0	7	0	0	7 $\frac{1}{2}$	0	0	6	0	0	6	0	0	6	0	0	5 $\frac{1}{2}$	0	0	7 $\frac{1}{2}$
7. For vertical fenders of half round tamarack or pine, 12 x 3 inches, measured in the work; per lineal foot.....	0	0	10	0	0	11	0	0	6	0	0	6	0	0	6	0	0	6	0	0	6	0	0	10	0	0	10
8. For vertical sheeting of half round tamarack or pine, 12 x 6 inches, measured in the work; per lineal foot.....	0	0	6	0	0	6	0	0	4	0	0	8	0	0	4	0	0	6	0	0	6	0	0	6	0	0	9
9. For wale pieces along top of Pier, 12 x 6 inches, measured in the work; per lineal foot.....	0	0	6	0	0	6	0	0	4	0	0	4	0	0	4	0	0	6	0	0	6	0	0	6	0	0	10
10. For snubbing Posts as specified, provided and placed; each.....	1	0	0	0	15	0	0	10	0	2	0	0	1	5	0	0	10	0	0	0	10	0	0	1	0	0	0
11. For three inch pine plank, per M. square foot superficial, measured in the work; per M. sq. foot.....	4	10	0	12	10	0	7	10	0	2	15	0	5	5	0	6	0	0	0	6	0	0	10	0	0	0	8
12. For wrought iron bolts and spikes; per lb.....	0	0	8 $\frac{1}{2}$	0	0	8 $\frac{1}{2}$	0	0	6	0	0	8	0	0	8	0	0	5	0	0	8	0	0	8	0	0	4
13. For stones filled in cribs, and in rip rap wall of embankment, measured in the work; per toise.....	0	18	9	1	8	9	0	13	9	2	5	0	0	17	6	1	5	0	0	18	6	0	18	6	0	10	0
14. For embankment, measured in the work; per cubic yard.....	0	0	10	0	1	1	0	0	9	0	1	8	0	1	0	0	0	9	0	1	8	0	1	8	0	1	6
15. For gravel on top of embankment, measured in the work; per cubic yard.....	0	0	10	0	1	2	0	2	3	0	4	8	0	1	0	0	2	0	0	2	0	0	2	0	0	2	6

Dated at Montreal, the 14th day of February, 1852.

(Contractors) — Robert Goodwillie,
 (Securities) — James Goodwillie,
 David Goodwillie,
 John Sutherland,
 William Watson, } Montreal.

Dated at Montreal, the 14th day of February, 1852.

(Contractors) — Hutcheson & Morrison, Montreal.
 (Securities) — Noah Shaw, } Montreal.
 Laird Paton, }

Dated at St. Timothy, the 6th day of February, 1852.

(Contractor) — Owen Lynch, St. Timothy.
 (Securities) — John Fitzpatrick, } Montreal.
 Patrick Carrol, }
 Joseph G. Cowley, St. Timothy.

Dated at Quebec, the 16th day of February, 1852.

(Contractor) — James Tibbitts, Pointe Lévi.
 (Securities) — Foreyth & Bell,
 Archibald Campbell,
 D. Brunel.

Dated at Quebec, the 14th day of February, 1852.

(Contractor) — F. Baby, Quebec.
 (Securities) — N. Mathiot, St. Pierre les Becquets.
 M. E. Gauvreau, Quebec.

Dated at Cornwall, the 14th day of February, 1852.

(Contractors) — Ronald McDonald,
 John A. Cameron.
 (Securities) — P. E. Adams,
 D. McDonell.

Dated at St. Catherine, the 28th day of January, 1852.

(Contractors) — Orson Phelps,
 Lauchlin McCallum,
 Nicholas Higgins,
 William Wright, Alansburgh.
 (Securities) — D. McFarland, Point Robertson.

Dated at Montreal, the 14th day of February, 1852.

(Contractor) — Edward Maxwell, Montreal.
 (Securities) — Henry Bulmer, Montreal.

Appendix (J. J. J.)

TENDERS FOR THE LANDING PIER AT RIVIERE DU LOUP.

The undersigned hereby offer to the Commissioners of Public Works to furnish all necessary tools, implements, boats, sews, labour and materials, and to execute and complete, in a workmanlike manner, all the work connected with the construction of a Landing Pier at Rivière du Loup, according to the plans and specifications exhibited, at the following prices:

Table with 15 columns for different contractors and their respective prices for 15 items of work. Each column includes the contractor's name and residence, the date of the contract, and the price in pounds, shillings, and pence.

TENDERS FOR THE LANDING PIER AT POINT L'ORIGINAL.

The undersigned hereby offer to the Commissioner of Public Works to furnish all necessary tools, implements boats, scows, labor and materials, and to execute and complete, in a workmanlike manner, all the work connected with the construction of a Landing Pier at Point L'Original, according to the plans and specifications exhibited, at the following prices:

DESCRIPTION OF WORK.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	
	£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.
1. For face timber, 12 inches square, and varying from that to 12 x 15 inches, 20 to 30 feet long and upwards, of white or red pine, tamarack or cedar, measured in the work; per cubic foot	0 0 10 1/2		0 1 2		0 0 9		0 0 8 1/2		0 0 9 1/2		0 0 9		0 0 8 1/2		0 0 9 1/2		0 1 0		0 1 8		0 0 9		0 0 8 1/2		0 0 8		0 0 8
2. For longitudinal and transverse ties, 12 inches thick flatted, 30 to 30 feet long and upwards, of white or red pine, tamarack or cedar, measured in the work; per lineal foot	0 0 8		0 1 0		0 0 7		0 0 7		0 0 9		0 0 8		0 0 9		0 0 7 1/2		0 1 0		0 1 3		0 0 8		0 0 8		0 0 7 1/2		0 0 7 1/2
3. For longitudinal ties, 11 inches thick flatted, 30 feet long and upwards of the same or of spruce, hemlock or birch, measured in the work; per lineal foot	0 0 8		0 0 10		0 0 7		0 0 7		0 0 8 1/2		0 0 8		0 0 8 1/2		0 0 7		0 1 0		0 1 3		0 0 8		0 0 7		0 0 7		0 0 7
4. For face timbers, 12 inches square, and varying from that to 12 x 15 inches, 30 feet long and upwards, of spruce, hemlock or birch, measured in the work; per cubic foot	0 0 9 1/2		0 1 2		0 0 9		0 0 7		0 0 9		0 0 8		0 0 9 1/2		0 0 8		0 1 0		0 1 3		0 0 9		0 0 8		0 0 8		0 0 8
5. For cross ties and bottoms, 10 inches flatted, 32 1/2 to 34 feet long, of spruce, hemlock, birch, pine, tamarack or cedar, measured in the work; per lineal foot	0 0 7 1/2		0 0 9		0 0 6 1/2		0 0 6		0 0 8		0 0 6 1/2		0 0 7		0 0 6 1/2		0 0 9		0 1 0		0 0 6 1/2		0 0 7		0 0 7		0 0 7
6. For bottoms 9 inches flatted, 22 and 32 feet long, of spruce, hemlock, birch, pine, tamarack or cedar, measured in the work; per lineal foot	0 0 7		0 0 8		0 0 6 1/2		0 0 6		0 0 8		0 0 6 1/2		0 0 7		0 0 6 1/2		0 0 8		0 1 0		0 0 7		0 0 6		0 0 6		0 0 6
7. For vertical fenders of half round tamarack or pine, 12 x 9 inches, measured in the work; per lineal foot	0 0 6		0 0 7		0 1 0		0 0 7		0 0 10 1/2		0 0 8		0 0 7 1/2		0 0 6		0 0 9		0 1 3		0 0 10		0 0 6		0 0 10		0 0 10
8. For vertical sheeting of half round tamarack or pine, 12 x 6 inches, measured in the work; per lineal foot	0 0 4		0 0 6		0 0 4		0 0 6 1/2		0 0 7		0 0 5		0 0 6		0 0 5		0 0 7 1/2		0 1 3		0 0 10		0 0 6		0 0 9		0 0 9
9. For wale pieces along top of Pier, 12 x 6 inches, measured in the work; per lineal foot	0 0 4		0 0 6		0 0 4		0 0 6 1/2		0 0 7		0 0 4 1/2		0 0 6		0 0 5		0 0 7 1/2		0 1 3		0 0 9		0 0 6		0 0 10		0 0 10
10. For snubbing Posts as specified, provided and placed; each	0 12 6		0 7 6		0 8 9		0 17 6		1 5 0		0 15 0		0 12 6		1 10 0		1 5 0		0 12 6		0 12 6		0 10 0		1 0 0		1 0 0
11. For three inch pine plank, per M. square feet superficial, measured in the work; per M. sq. foot	7 10 0		15 0 0		7 0 0		13 10 0		8 10 0		5 0 0		7 0 0		4 0 0		6 10 0		9 10 0		6 0 0		6 0 0		10 0 0		10 0 0
12. For wrought iron bolts and spiked; per lb.	0 0 6		0 0 2 1/2		0 0 6		0 0 4 1/2		0 0 4		0 0 4		0 0 4 1/2		0 0 3 1/2		0 0 2 1/2		0 0 6		0 0 4		0 0 5		0 0 3		0 0 3
13. For stones filled in cribs, and in rip rap wall of embankment, measured in the work; per toise	0 17 6		0 19 0		0 13 9		1 7 6		0 18 9		0 18 9		1 10 0		1 7 6		1 5 0		1 7 6		1 2 6		1 0 0		1 0 0		1 0 0
14. For embankment, measured in the work; per cubic yard	0 0 9		0 4 0		0 0 8 1/2		0 1 2		0 0 10		0 0 10		0 1 0		0 1 0		0 17 6		0 3 6		0 5 0		0 1 3		0 0 9		0 1 3
15. For gravel on top of embankment, measured in the work; per cubic yard	0 2 3		0 5 0		0 2 0		0 1 3		0 0 10		0 0 10		0 1 6		0 1 3		0 2 0		0 5 6		0 10 0		0 2 0		0 2 0		0 2 0

Appendix (J. J. J.)

TENDERS FOR THE LANDING PIER AT MALBAIE.

The undersigned hereby offer to the Commissioner of Public Works to furnish all necessary tools, implements boats, scows, labor and materials, and to execute and complete, in a workmanlike manner, all the work connected with the construction of a Landing Pier at Malbaie, according to the plans and specifications exhibited, at the following prices:

DESCRIPTION OF WORK.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.				
	£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.			
1. For face timber, 12 inches square, and varying from that to 12 x 15 inches, 20 to 30 feet long and upwards, of white or red pine, tamarack or cedar, measured in the work; per cubic foot.....	0 0 10½	(Contractor) — Owen Lynch, St. Timothy, Montreal. (Securities) — John Fitzpatrick, Patrick Carroll, Jos. G. Cowley, St. Timothy. Dated at St. Timothy, the 6th day of February, 1852.	0 0 9	(Contractor) — James Tibbats, Pointe Levi, Forsyth and Bell, Archibald Campbell, Dated at Quebec, the 16th day of February, 1852.	0 0 8½	(Contractor) — Hutchison & Morrison, Montreal. (Securities) — Noah Shaw, Land Paton, Dated at Montreal, the 14th day of February, 1852.	0 0 8	(Contractor) — Hector Munro, C. J. Dantop, Esquire, Montreal. (Securities) — John Sutherland, Montreal. Dated at Montreal, the 13th day of February, 1852.	0 0 8½	(Contractor) — Robert Goodwillie, James Goodwillie, David Goodwillie, John Sutherland, Montreal. (Securities) — William Watson, Montreal. Dated at Montreal, the 14th day of February, 1852.	0 0 7½	(Contractor) — David Brown, John Hilton, Montreal. (Securities) — Alexander Fiech, Montreal. Dated at Montreal, the 14th day of February, 1852.	0 0 7½	(Contractor) — Denis Maguire, 51, Peter Street, Quebec. (Securities) — John Stanton, Merchant, Etchemin, Denis Maguire, Jr., Merchant, Spencer Cove. Dated at Quebec, the 16th day of February, 1852.	0 0 3	(Contractor) — Alexis Tremblay, Malbaie, Pointe au-Bic. (Securities) — Auguste Tremblay, Louis Desgagnés. Dated at Malbaie, the 9th day of February, 1852.	0 1 0	(Contractor) — Francois Edward Verrault, Pointe Levi. (Securities) — William Henry, Pointe Levi, Archibald Campbell, Notary Public, Quebec. Dated at Pointe Levi, the 14th day of February, 1852.	0 1 0	(Contractor) — Charles Tonchette & Co., St. Roch-Suburb, Quebec. (Securities) — Pierre Allard, Merchant, St. Roch-Suburb, Quebec, M. Michel Robitaille, of Ange Gardien. Dated at Quebec, the 16th day of February, 1852.	0 0 9½	(Contractor) — H. N. Jones, D. Vaughan, LeMesurier, Tlistone & Co., Quebec. (Securities) — John Wilson, Quebec. Dated at Quebec, the 15th day of February, 1852.	0 0 9½	(Contractor) — Ronald McDonald, John A. Cameron, P. E. Adams, D. McDonald. Dated at Cornwall, the 14th day of February, 1852.	0 0 8½	(Contractor) — Orson Phelps, Lachlin McCallum, Nicholas Higgins, William Wright, Alsbrough, D. McFarland, Port Robinson. Dated at Ste. Catherine, the 26th day of January, 1852.	0 1 0	(Contractor) — Edward Maxwell, Montreal. (Securities) — Henry Bulmer, Montreal. Dated at Montreal, the 14th day of February, 1852.
2. For longitudinal and transverse ties, 12 inches thick flatted, 20 to 30 feet long and upwards, of white or red pine, tamarack or cedar, measured in the work; per lineal foot.....	0 0 8		0 0 8½		0 0 6		0 0 8½		0 0 7½		0 1 0		0 0 11½		0 1 0		0 0 9		0 0 8½		0 0 7½		0 0 7½		0 1 0			
3. For longitudinal ties, 11 inches thick flatted, 30 feet long and upwards, of the same or of spruce, hemlock or birch, measured in the work; per lineal foot.....	0 0 8		0 0 8		0 0 6½		0 0 8		0 0 7½		0 0 10		0 0 11½		0 1 0		0 0 8½		0 0 7½		0 0 6½		0 0 10		0 0 10			
4. For face timbers, 12 inches square, and varying from that to 12 x 15 inches, 30 feet long and upwards, of spruce, hemlock or birch, measured in the work; per cubic foot.....	0 0 10½		0 0 9½		0 0 8½		0 0 7		0 0 8½		0 1 3		0 1 0		0 1 0		0 0 9½		0 0 9½		0 0 8½		0 1 0		0 1 0			
5. For cross ties and bottoms, 10 inches flatted, 33½ to 34 feet long, of spruce, hemlock, birch, pine, tamarack or cedar, measured in the work; per lineal foot.....	0 0 7½		0 0 8		0 0 6½		0 0 6		0 0 8		0 0 9		0 0 10		0 0 10		0 0 7		0 0 7		0 0 6½		0 0 7½		0 0 7½			
6. For bottoms 9 inches flatted, 22 and 32 feet long, of spruce, hemlock, birch, pine, tamarack or cedar, measured in the work; per lineal foot.....	0 0 7		0 0 7½		0 0 6		0 0 5½		0 0 7½		0 0 6		0 0 6		0 0 6		0 0 6½		0 0 6½		0 0 6		0 0 6		0 0 7½			
7. For vertical fenders of half round tamarack or pine, 12 x 9 inches, measured in the work; per lineal foot.....	0 0 6		0 0 9		0 1 0		0 0 7		0 1 0		0 0 6		0 1 0		0 0 6		0 0 7½		0 0 7½		0 0 9½		0 0 10		0 0 10			
8. For vertical sheeting of half round tamarack or pine, 12 x 6 inches, measured in the work; per lineal foot.....	0 0 4		0 0 8		0 0 6½		0 0 5		0 0 7½		0 0 6		0 0 5		0 0 6		0 0 6		0 0 6		0 0 6		0 0 7½		0 0 7½			
9. For wale pieces along top of Pier, 12 x 6 inches, measured in the work; per lineal foot.....	0 0 4		0 0 7½		0 0 6½		0 0 6		0 0 7½		0 0 6		0 0 5		0 0 6		0 0 7		0 0 7		0 0 6		0 0 7½		0 0 7½			
10. For snubbing Posts as specified, provided and placed; each.....	0 10 0		2 0 0		0 17 6		0 17 0		1 5 0		0 12 6		2 0 0		1 7 6		0 12 6		0 12 6		10 0 0		1 0 0		8 6 8			
11. For three inch pine plank, per M. square feet superficial, measured in the work; per M. sq. foot.....	7 10 0		2 15 0		12 10 0		4 0 0		4 10 0		5 10 0		6 0 0		12 10 0		4 10 0		4 10 0		6 0 0		0 0 3		0 0 4			
12. For wrought iron bolts and spikes; per lb.....	0 0 6		0 0 8		0 0 3½		0 0 4		0 0 3½		0 0 4½		0 0 3½		0 0 3½		0 0 4½		0 0 4½		0 0 6		0 0 3		0 0 4			
13. For stones filled in cribs, and in rip rap wall of embankment, measured in the work; per ton.....	0 13 9		2 5 0		1 5 0		1 6 3		0 18 0		1 10 0		1 5 0		1 8 9		1 5 0		1 5 0		1 5 0		0 19 6		1 5 0			
14. For embankment, measured in the work; per cubic yard.....	0 0 9		0 1 9		0 1 2		0 1 3		0 0 9		0 1 0		0 17 6		0 5 0		0 1 0		0 1 0		0 0 9		0 1 3		0 1 3			
15. For gravel on top of embankment, measured in the work; per cubic yard.....	0 2 3		0 4 0		0 1 3		0 2 0		0 0 9		0 1 6		0 2 0		0 1 3		0 5 6		0 5 6		0 2 0		0 2 0		0 2 6			

TENDERS FOR THE LANDING PIER AT EBOULEMENS.

The undersigned hereby offer to the Commissioners of Public Works to furnish all necessary tools, implements, boats, scows, labour and materials, and to execute and complete, in a workmanlike manner, all the work connected with the construction of a Landing Pier at Eboulemens, according to the plans and specifications exhibited, at the following prices:

DESCRIPTION OF WORK.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.	PRICE.	Name and Residences of Contractor and Securities with date of Contract.		
	£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.		£ s. d.	
1. For face timber, 12 inches square, and varying from that to 12 x 15 inches, 20 to 30 feet long and upwards, of white or red pine, tamarack or cedar, measured in the work; per cubic foot	0 0 10½	Owen Lynch, St. Timothy, { John Fitzpatrick, { Patrick Carrol, { Joseph G. Cowley, St. Timothy, { Dated at St. Timothy, the 6th day of February, 1852.	0 0 8½	Hutchison & Morrison, Montreal, { North Shaw, { Lund Paton, { Dated at Montreal, the 14th day of February, 1852.	0 0 8	Hector Munro, { C. J. Dunlop, Esquire, { John Sutherland, { Montreal, { Dated at Montreal, the 18th day of February, 1852.	0 0 7½	David Brown, { John Hilton, { Alexander Fleck, { Dated at Montreal, the 14th day of February, 1852.	0 1 0	Robert Goodwillie, Sear, { James Goodwillie, { David Goodwillie, { John Sutherland, { William Watson, { Montreal, { Dated at Montreal, the 14th day of February, 1852.	0 0 7½	Edward Slewin, Les Eboulemens, { Octave Girard, Les Eboulemens, { Simon Boudreau, Les Eboulemens, { Dated at Quebec, this 18th day of February, 1852.	0 0 7½	Denis Miguire, No. 51, St. Peter Street, Quebec, { John Stanton, Merchant, Eschenrin, { Denis Miguire, Jr., Merchant, Spencer Cove, { Dated at Quebec, the 16th day of February, 1852.	0 1 3	Germain St. Pierre, St. John Suburb, { George Hall, { Edouard St. Pierre, St. John Street, { Dated at Quebec, the 16th day of February, 1852.	0 1 0	Charles Touchette & Co., St. Rochs Suburb, { Mr. Robitaille, of L'Ange Gardien, { Mr. Allard, Merchant, St. Rochs, { Dated at Quebec, the 16th day of February, 1852.	0 0 9½	Fr. de Sales La Terrrière, { Dated at Quebec, the 16th day of February, 1852.	0 0 9	Ronald McDonald, { John A. Cameron, { P. E. Adams, { D. McDonald, { Cornwall, Canada West, { Dated at Cornwall, the 14th day of February, 1852.	0 1 0	Edward Maxwell, Montreal, { Henry Bolmer, Montreal, { Dated at Montreal, the 14th day of February, 1852.	0 0 8½	Orson Phelps, { Lauchlin McCallum, { Nicholas Higgins, { William Wright, Allanburgh, { D. McFarland, Port Robinson, { Dated at St. Catharines, the 28th day of January, 1852.
2. For longitudinal and transverse ties, 12 inches thick flatted, 20 to 30 feet long and upwards, of white or red pine, tamarack or cedar, measured in the work; per lineal foot	0 0 8		0 0 6½		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6	
3. For longitudinal ties, 11 inches thick flatted, 30 feet long and upwards, of the same or of spruce, hemlock or birch, measured in the work; per lineal foot	0 0 8		0 0 6½		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6	
4. For face timbers, 12 inches square, and varying from that to 12 x 15 inches, 30 feet long and upwards, of spruce, hemlock or birch, measured in the work; per cubic foot	0 0 10½		0 0 8½		0 0 7		0 0 7½		0 1 0		0 0 10		0 0 9		0 0 10		0 0 9½		0 0 8½		0 0 7		0 0 10		0 0 6½	
5. For cross ties and bottoms, 10 inches flatted, 33½ to 34 feet long, of spruce, hemlock, birch, pine, tamarack or cedar, measured in the work; per lineal foot	0 0 7½		0 0 6½		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6	
6. For bottoms 9 inches flatted, 22 and 32 feet long, of spruce, hemlock, birch, pine, tamarack or cedar, measured in the work; per lineal foot	0 0 7		0 0 6		0 0 5½		0 0 6		0 0 7½		0 0 9		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6	
7. For vertical fenders of half round tamarack or pine, 12 to 9 inches, measured in the work; per lineal foot	0 0 6		0 1 0		0 0 7		0 0 7½		0 1 0		0 0 8		0 0 8		0 0 8		0 0 7½		0 0 6		0 0 6		0 0 6		0 0 6	
8. For vertical sheeting of half round tamarack or pine, 12 x 6 inches, measured in the work; per lineal foot	0 0 4		0 0 6½		0 0 5		0 0 4½		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6	
9. For wale pieces along top of Pier, 12 x 6 inches, measured in the work; per lineal foot	0 0 4		0 0 6½		0 0 6		0 0 4½		0 0 8		0 0 8		0 0 7		0 0 8		0 0 6		0 0 6		0 0 6		0 0 6		0 0 6	
10. For snubbing Posts, as specified, provided and placed; each	0 10 0		0 17 6		0 15 0		0 15 0		0 7 6		0 10 0		1 5 0		0 10 0		9 12 6		0 3 0		0 10 0		6 0 0		0 10 0	
11. For three inch pine plank, per M. square feet superficial, measured in the work; per M. sq. foot	7 10 0		12 10 0		7 0 0		4 10 0		8 6 8		5 10 0		4 10 0		9 10 0		0 10 0		8 10 0		0 0 5		1 0 0		0 0 9	
12. For wrought iron bolts and spikes; per lb.	0 0 6		0 0 3½		4 0 0		0 0 3½		0 0 3		0 0 3		0 0 4		0 0 4		0 0 4		0 0 4		0 0 4		0 0 4		0 0 4	
13. For stones filled in cribs, and in rip rap wall of embankment, measured in the work; per toise	0 13 9		1 5 0		1 6 3		1 10 0		1 2 6		1 5 0		0 19 9		1 5 0		1 5 0		1 0 0		0 0 5		1 0 0		0 0 9	
14. For embankment, measured in the work; per cubic yard	0 0 9		0 1 2		0 1 3		0 1 0		0 0 10		0 2 8		0 4 0		0 3 0		0 1 0		0 0 9		0 0 9		0 0 9		0 1 3	
15. For gravel on top of embankment, measured in the work; per cubic yard	0 2 8		0 1 3		0 2 0		0 10 0		0 3 6		0 2 0		0 7 6		0 5 6		0 1 3		0 2 0		0 2 6		0 2 0		0 2 0	

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QUEBEC, 31st January, 1852.

GENTLEMEN,—In conformity with your advertisement for the building of a Pier at Berthier, dated 10th December last, I will undertake to build, fill in, and otherwise complete the said Pier for the sum of seven thousand two hundred pounds Halifax currency, and I further engage to produce you a clear title of the lands required to build the same.

Should my tender be entertained I am prepared to fulfil that part of the tender which requires ample sureties for the due performance of the work.

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

(Signed,) WILLIAM PATTON.

To the Hon. the Commissioners of the Board Works.

QUEBEC, 31st January, 1852.

GENTLEMEN,—My motive for recommending the period for finishing the Piers to be extended to another year arises,

Firstly. From the unusual small stock of White Pine wintering over, viz.: 2,360,000 feet including cull, against the average stock of 6,000,000 feet which our Spring Ships require. The timber is in about four hands, and purchased by them at from 6½ to 7½ measured off. My timber for the Grosse Isle Wharf cost me 2¼d. per foot.

Secondly. There are several articles required which may be procured in the interior, but, from the season being so far advanced, could not be got out; for instance, Red Spruce and Tamarack.

Thirdly. It is requisite for a certain quantity of stone to be carted by horses and oxen during the winter to secure a proper sinking of the cribs, and thereby become independently of horse; then, as too much snow and ground too hard to get them before seed time, during which period horses and labour could not be depended upon, unless at very high rates.

I beg leave further to remark that, for the good of our section of the Province, it would be desirable that only two Piers should be constructed at one time, the one on the North and one upon the South Shore, for the Richmond Railroad Water Works all going on, wages must rise to an extraordinary height, seducing all our Agricultural Population from their farms, demoralizing them with such high wages, and leaving their crops upon the ground; whereas if only a part of these works were to go on annually, the expenditure would be gradual, the Farming Population only required during their leisure time, and Contractors would acquire much practical knowledge from works began the previous year.

I have the honor to be,
Gentlemen,
Your very obedient and humble servant,

(Signed,) WILLIAM PATTON.

The Honorable the Commissioners of the Board of Works, Quebec.

QUEBEC, 2nd February, 1852.

We, the undersigned, certify that Mr. Auguste Laberge is perfectly qualified to construct Landing Piers of all kinds, he having already performed much work of the same description.

(Signed,) HYPOLITE DUBORD,
G. O. STUART,
JOSEPH CAUCHON,
JOSEPH LAURIN,
J. CHABOT,
F. LEMIEUX.

St. FRANÇOIS, 7th February, 1852.

SIR,—I have been informed that the tenders sent into the Board far exceeded the sum voted for the construction of the Pier at Berthier. Should the Government decide upon erecting the Pier by day labour, I will undertake to deliver all the stone at four dollars the toise, should they think proper to have it conveyed over the snow, it being impossible to deliver it in summer for less than six or seven dollars, as permission cannot be obtained from the inhabitants to pass over their property without causing them damage. The lands being then newly sown, it would be impossible to cross their lands. I have written to Colonel Taché with respect to the present scale of advances, and he informed me, in reply, that it would

be necessary to wait till after the elections should be over. He approved of one tender and my remarks. Upon the return of the Colonel, you will be able to see them. With respect to my tender, I flatter myself that the Board will favor me with a reply.

I have the honor to be your obedient servant,

(Signed,) TH. FRASER.

Thomas A. Begly, Esq.

St. FRANÇOIS, 11th February, 1852.

Sir,—I will construct the Pier, according to the plans now deposited at Berthier, for the sum of £3500. I shall be prepared to furnish the necessary securities.

I am your obedient servant,

(Signed,) TH. FRASER.

Thomas A. Begly, Esq.

ENGINEERS' ESTIMATES for the works at the following places:—

DESCRIPTION OF WORK.	L'ISLET.			RIMOUSKI.			RIVIERE DU LOUP.			POINTE AUX ORIGNAUX.			MALBAIE.			LES EBOULEMENS.			BERTHIER.		
	Rates.	Quantities.	Price.	Rates.	Quantities.	Price.	Rates.	Quantities.	Price.	Rates.	Quantities.	Price.	Rates.	Quantities.	Price.	Rates.	Quantities.	Price.	Rates.	Quantities.	Price.
	£ s. d.		£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.		£ s. d.	£ s. d.		£ s. d.	£ s. d.		£ s. d.	£ s. d.		£ s. d.	£ s. d.		£ s. d.
1. For face timber, 12 inches square, and varying from that to 19 x 15 inches, 20 to 30 feet long and upwards, of white or red pine, tamarack or cedar, measured in the work; per cubic foot.....	0 0 7½	22624	707 0 0	0 0 8½	28218	999 7 9	0 0 7½	19861	605 0 7½	0 0 7½	18104	409 10 0	0 0 7½	8982	280 13 9	0 0 7½	20406	637 13 9	0 0 7½	11738	586 16 3
2. For longitudinal and transverse ties, 12 inches thick flatted, 20 to 30 feet long and upwards, of white or red pine, tamarack or cedar, measured in the work; per lineal foot.....	0 0 6	27519	937 19 6	0 0 7	43099	1257 1 1	0 0 6	36305	907 12 6	0 0 6	26590	664 15 0	0 0 6	16358	408 19 0	0 0 6	21225	530 12 6	0 0 6	25474	636 17 0
3. For longitudinal ties, 11 inches thick flatted, 30 feet long and upwards, of the same or of spruce, hemlock or birch, measured in the work; per lineal foot.....				0 0 6½	14642	306 11 1	0 0 6	9320	233 5 0	0 0 6	4531	113 5 6	0 0 6	6190	154 15 0	0 0 6	6910	172 15 0	0 0 6	7080	177 0 0
4. For face timber, 12 inches square, and varying from that to 12 x 15 inches, 20 feet long and upwards, of spruce, hemlock or birch, measured in the work; per cubic foot.....				0 0 8½	21480	700 15 0	0 0 7½	19906	622 1 3	0 0 7½	9223	238 4 4½	0 0 7½	13088	409 0 0	0 0 7½	14784	462 0 0	0 0 7½	15110	472 3 9
5. For cross ties and bottoms, 10 inches flatted, 23½ to 34 feet long, of spruce, hemlock, birch, pine, tamarack or cedar, measured in the work; per lineal foot.....	0 0 5½	30217	602 9 5½	0 0 5½	63980	1466 4 2	0 0 5½	41003	939 14 5	0 0 5½	25067	574 19 0½	0 0 5½	21402	490 9 3	0 0 5½	28554	654 18 9	0 0 5½	27238	624 4 1
6. For bottoms, 9 inches flatted, 22 and 32 feet long, of spruce, hemlock, birch, pine, tamarack or cedar, measured in the work; per lineal foot.....	0 0 5	21508	443 1 8	0 0 5	25256	526 3 4	0 0 5	14468	301 8 4	0 0 5	10338	213 7 6	0 0 5	6731	140 4 7	0 0 5	17037	354 18 9	0 0 5	9395	195 14 7
7. For vertical borders of half round tamarack or pine, 12 x 9 inches, measured in the work; per lineal foot.....	0 0 7½	5782	118 3 9	0 0 7½	5616	175 10 0	0 0 7½	3496	109 5 0	0 0 7½	2477	77 8 1½	0 0 7½	1652	51 12 6	0 0 7½	3840	120 0 0	0 0 7½	2378	74 6 3
8. For vertical sheeting of half round tamarack or pine, 12 x 6 inches, measured in the work; per lineal foot.....	0 0 5	1312	33 11 3	0 0 5	1314	27 7 6	0 0 5	1704	35 10 0	0 0 5	2293	47 15 5	0 0 5	4338	100 15 10	0 0 5	2640	55 0 0	0 0 5	2552	53 3 4
9. For walk pieces along top of Pier, 12 x 6 inches, measured in the work; per lineal foot.....	0 0 6	2342	53 11 0	0 0 6	3108	77 14 0	0 0 6	1838	45 19 0	0 0 6	1236	30 18 0	0 0 6	678	16 19 0	0 0 6	2164	54 2 0	0 0 6	1248	31 4 0
10. For snubbing Posts as specified, provided and placed; each.....	0 10 0	58	19 0 0	0 10 0	46	24 0 0	0 10 0	47	23 10 0	0 10 0	16	8 0 0	0 10 0	10	5 0 0	0 10 0	31	15 10 0	0 10 0	15	7 10 0
11. For 3 inch pine plank, per M. square feet superficial, measured in the work; per M. sq. feet.....	4 0 0	27926	111 13 7	4 0 0	31680	136 14 5	4 0 0	21060	84 4 9	4 0 0	14600	58 8 0	4 0 0	9570	38 5 7	4 0 0	21920	87 13 7	4 0 0	13730	54 18 4
12. For wrought iron bolts and spikes; per lb.....	0 0 4½	17230	322 17 6	0 0 4½	24442	458 5 9	0 0 4½	9756	182 18 6	0 0 4½	9473	177 12 4½	0 0 4½	4045	75 16 10½	0 0 4½	15476	290 3 6	0 0 4½	10533	197 9 10
13. For stones filled in cribs, and in rip rap wall of embankment, measured in the work; per toise.....	1 0 0	912	912 0 0	1 0 0	1431	1431 0 0	1 2 6	1171	1317 7 6	1 0 0	1102	1102 0 0	0 12 0	713	427 16 0	1 0 0	1158	1447 10 0	1 2 6	1002	1127 5 0
14. For embankment, measured in the work; per cubic yard.....	0 1 3	1087	67 16 9	0 9 0	2200	24 15 0	0 0 9	197	7 7 9	0 0 9	197	7 7 9	0 1 6	1807	135 10 6	0 0 9	246	9 4 6	0 0 9	247	9 5 3
15. For gravel on top of embankment, measured in the work; per cubic yard.....				0 1 0	144	7 4 0	0 1 0	75	3 15 0	0 1 0	75	3 15 0							0 0 9	131	4 18 3
						£ 7818 13 1						3779 6 1			2735 17 10½			4891 6 3			4032 15 11

CONTRACTS.

On the seventh day of May in the year of our Lord one thousand eight hundred and fifty-two, before us, the undersigned Notaries Public, duly commissioned and sworn, in and for that part of the Province of Canada, heretofore constituting the Province of Lower Canada, dwelling at the Parish of St. Germain de Rimouski, in the county of Rimouski, in the said Province, personally came and appeared Macaire Lepage and Eusèbe Lepage, yeomen, of the said Parish of St. Germain de Rimouski, of the first part; and Her Majesty Queen Victoria, represented by the Honorable John Young, and Hamilton Hartly Killaly of the City of Quebec, Commissioners of Public Works of the Province of Canada, John Dick, Superintendent of the work at the said Parish of St. Germain de Rimouski, acting and accepting for the said Commissioners in virtue of a power of attorney passed by and before A. B. Sirois and his colleague Notaries Public, bearing date the thirteenth day of April last, by the said Commissioners of Public Works, appointing the said John Dick to act for them in the premises of the second part, by and between whom acting as aforesaid, it was declared, covenanted and agreed in manner following, that is to say: The said Macaire Lepage and Eusèbe Lepage, did and by these presents do bind and oblige themselves jointly *solidairement* between them and separately one of them for the other, each of them for the whole, 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, materials, implements, boats, scows, machinery and labor for the construction of the pier at the said Parish of St. Germain de Rimouski, and to execute and complete the same in a substantial and workman-like manner, according to the two plans and signed by the parties to these and, by as the said Notaries, and to remain on record in the office of Public Works, according to the specification thereof furnished by the Department of Public Works, with the exception of the alteration agreed to and stated in the memorandum signed by the Honorable Hamilton Hartly Killaly, and dated the twenty-fourth day of February last, copies of which said specification and memorandum, signed by the parties to these presents, and by us the said Notaries are hereunto attached and with following further exception, 1st. That the total length of the pier from high water shall be two thousand one hundred and fifty feet.

2nd. That the first fifteen hundred and fifty feet standing from the sand shall be twenty feet in width at the top and the remainder thirty feet width at the top.

3rd. That the bottom platform timbers for holding the ballast shall have their ends rest upon an interior projection of the side timber at the base of the cribs or pier, if not less than six inches, which projection will be furnished by having the base timbers eighteen inches in width, but every fourth bottom piece is to be dovetailed in a very secure manner between the two side timbers to keep the sides from spreading, the whole to be completed and finished to the satisfaction of the said Commissioners, ready for use on or before the first day of August, in the year of our Lord 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 parties of the first part or to their heirs, assigns or legal representatives of the parties of the first part, the sum of seven thousand and five hundred pounds lawful current money of this Province, which said sum to be paid as aforesaid by monthly payments according to the return of the foreman in charge of the quantity of materials used in the work, and according to the rates and prices which 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 parties of the first part shall be the same as if the whole were calculated at the contract price hereinbefore mentioned, and all the payments of which said sum will be made by Her said Majesty according to the provisions of the Statute 9 Victoria, chapter 37, section 35, and the said parties of the first part, and Her said Majesty represent-

ed 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 parties 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 hereinbefore mentioned shall be made to the parties of the first part 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 parties of the first part and retain fifteen per cent. out of the amount of the estimates until the perfect completion of the work and 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 materials furnished in virtue of these presents, with detailed measurements, weights, and his certificate of the work having been fully completed and finished, and if the said Commissioners shall 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 parties 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 parties of the first part shall persist in any cause 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 parties of the first part and to relet the same to any 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 parties of the first part, and the parties of the first part in either case shall be liable for all damages, 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.

Thirdly. That in case of failure in the contract, the parties 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 works shall be inspected and approved of before being used either by the Commissioners, or such person as they may appoint, and any materials disapproved of shall not be used in the work, and if not removed by the parties 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 parties 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 waive of objection to the work on account of the unsoundness or imperfection of the materials 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 advance or payment shall be made to the parties of the first part upon any tools, implements or materials upon which such advance or payment shall be made, shall thenceforward be vested in land and held as collateral security by Her Majesty, Her Heirs and Successors, for the due fulfilment by the parties 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 parties 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 parties 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 parties 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 parties of the first part continue to employ such overseer, mechanic or workman, the parties 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 work after such application as aforesaid, and all sums so forfeited shall be deducted from and out of the amount which the parties 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 position or details of any part of the work, shall be required by said Commissioners during the progress thereof, the parties of the first part are hereby bound to make such alteration or change, and if alterations or change shall entail extra expense on the said parties of the first part, either in labour or materials, the same shall be allowed to the said parties of the first part or should it be saving to the said parties of the first part in either labour or materials, the same shall be deducted from the amount of the 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 parties of the first part under and subject to the conditions, stipulations and covenants herein expressed, as if such change or alteration had been expressed and specified in the terms of this contract; and should the parties 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 work, 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 parties of the first part, shall not in any way dispose of, sublet or relet any portion of the work embraced in this contract, except the procuring of materials.

Ninthly. Should any difference of opinion arise as to the construction to be put upon any part of the specification 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.

Tenthly. That notice or other paper connected with these presents which may be required or desired on behalf of Her Majesty to be served on the parties of the first part, may be addressed to the parties 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 at Quebec, and any paper so addressed and left at the Post Office, shall to all intents and purposes be legally served.

Eleventhly. That should the parties of the first part not complete the work herein contracted for at the period agreed upon as above mentioned, the said parties of the first part shall be liable for and shall cause to the parties 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, and at the same time personally came and appeared to these presents Jean Lepage and Louis Jacques Lepage of the said Parish of St. Germain de Rimouski, the first one is Merchant and the other Yeoman, who in the presence of us the said Notaries did and by these presents do voluntarily covenant and agree to come joint security for the said Macaire Lepage and Eusèbe Lepage, the parties of the first part in favor of Her said Majesty represented as aforesaid, the party of the second part, and do hereby bind and oblige themselves jointly and solidarily with the said Macaire Lepage and Eusèbe Lepage and jointly and solidarily between them and separately one of them for the other each of them for the whole to the fulfilment, accomplishment and deliverance of the works above mentioned at the time and term above agreed and to the fulfilment of all the clauses, conditions and covenants contained and set forth in the present contract as if each of them was the principal contractor and undertaker.

The whole to be executed under pain of all costs, losses, damages and interests.

For this, &c.

This done and passed at the said Parish of St. Germain de Rimouski, in the office of P. Gauvreau, Sr., one of the undersigned Notaries, under the number Four thousand eight hundred and seventy (4870), on the day and year first above written, the said Macaire Lepage and Eusèbe Lepage having declared not to know how to sign after demand thereof, and the other appearing parties have to the presents, first duly read according to law, set their hands and signatures with us the said Notaries in faith and testimony of the premises.

(Signed,)	MACAIRE ^{his} LEPAGE, mark.
"	EUSEBE ^{his} LEPAGE, mark.
"	JEAN LEPAGE.
"	LOUIS JACQUES LEPAGE.
"	JOHN DICK.
"	P. GAUVREAU, N.

(Signed,) JAS. REEVES,
N. P.

A true copy of the original remaining of record in my office.

(Signed,) P. GAUVREAU, N.

No. 4199.

On the nineteenth day of April, in the year of our Lord, one thousand eight hundred and fifty-two, before us the undersigned Notaries Public, duly commissioned and sworn in and for that part of the Province of Canada heretofore constituting the Province of Lower Canada, residing at the City of Quebec, in the said Province, personally came and appeared François Baby, of the City of Quebec aforesaid, Esquire, of the first part, and Her Majesty Queen Victoria, represented by the Honorables John Young and Hamilton Hartly Killaly, of the said City of Quebec, Commissioners of Public Works of the Province of Canada, of the second part, by and between whom it was declared, covenanted and agreed in manner following, that is to say, the said François Baby did and by these presents doth hereby promise, bind and oblige himself, his 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, materials, implements, boats, scows, machinery and labour for the construction of landing pier, at the Parish of Malbaie, in the County of Saguenay, and to execute and complete the same in a substantial and workmanlike manner, according to the plans and specifications furnished by the Department of Public Works, jointly signed by the parties to these presents and by us the said Notaries, and remaining of record in the office of the Department; a copy of the specification, also so signed, is hereunto attached, the whole to be completed and finished to the satisfaction of the said Commissioners ready for use on or before the first day of November, in the year of our Lord, one thousand eight hundred and fifty-two.

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 his heirs, assigns, or legal representatives, of the party of the first part the prices hereinafter mentioned: that is to say,

1st. For face timber twelve inches square, and varying from that to twelve by fifteen inches, twenty to thirty feet long and upwards, of white or red pine, tamarack or cedar, measured in the work,—seven pence half-penny per cubic foot.

2nd. For longitudinal and traverse ties twelve inches thick, flatted, twenty to thirty feet long and upwards, of white or red pine, tamarack or cedar, measured in the work,—seven pence half-penny per lineal foot.

3rd. For longitudinal ties eleven inches thick, flatted, thirty feet long and upwards, of the same, or of spruce, hemlock, or birch, measured in the work,—six pence per lineal foot.

4th. For face timbers twelve inches square, and varying from that to twelve by fifteen inches, thirty feet long and upwards, of spruce, hemlock, or birch, measured in the work,—six pence per cubic foot.

5th. For cross ties and bottoms ten inches, flatted, thirty three-and one-third to thirty-four feet long, of spruce, hemlock, birch, pine, tamarack or cedar, measured in the work,—six pence per lineal foot.

6th. For bottoms nine inches, flatted, twenty-two and thirty-two feet long, of spruce, hemlock, birch, pine, tamarack or cedar, measured in the work,—six pence per lineal foot.

7th. For vertical fenders of half round tamarack or pine, twelve by nine inches, measured in the work,—six pence per lineal foot.

8th. For vertical sheeting of half round tamarack or pine, twelve by six inches, measured in the work,—four pence per lineal foot.

9th. For wall piece along top of pier, twelve by six inches, measured in the work,—four pence per lineal foot.

10th. For snubbing posts and specified, provided and placed, one pound five shillings each.

11th. For three inch pine plank, per thousand square feet superficial, measured in the work,—six pounds five shillings.

12th. For wrought iron bolts and spikes,—three pence per pound.

13th. For stone filled in cribs, and riprap wall of embankment, measured in the work,—seventeen shillings per toise.

14th. For embankment, measured in the work,—one shilling per cubic yard.

15th. For gravel on top of embankment, measured in the work,—one shilling and six pence per cubic yard :—which said sums to be paid as aforesaid in current money of this Province, by monthly payments, according to the returns of the foreman in charge of the quantity of materials used, 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, and all the payments of which said sum will be made by Her said Majesty according to the provisions of the statute 9th Victoria, chapter 37, section 35, and the 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 hereinbefore mentioned shall be made to the party of the first part 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 estimate until the perfect completion of the work and 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, and his certificate of the work having been fully completed and finished, so soon as the Commissioners shall have accepted and approved of the work ; and further, 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 by the report of the Engineer or Superintendent employed by the Commissioners on 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 party of the first part and to relet the same to any 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, 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 works 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 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 or 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 materials 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 thenceforward 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 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 hundred 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 may deem proper.

Seventhly. That if any change or alteration, either in 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 alteration or change, and if alteration 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 saving to the said 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 anywise 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 party of the first part under and subject to the conditions, stipulations and covenants herein expressed, 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 party of the first part shall not in any way dispose of, sublet or relet any portion of the work embraced in this contract except the procuring of materials.

Ninthly. Should any difference of opinion arise as to the construction to be put upon any part of the specification 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.

Tenthly. 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 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 at Quebec, and any paper so addressed and left at the Post Office shall to all intents and purposes be legally served.

Eleventhly. 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, and at the same time to these presents personally came and appeared Nicmidique Mailhot, Esq., of the Parish of St. Pierre Lesbecquets, and Michael Elyean Gauvreau, of the City of Quebec, master joiner, who in the presence of us the said Notaries did and by these presents do voluntarily covenant and agree to come joint securities for the said François Baby, in favor of Her said Majesty, represented as aforesaid, and do hereby bind and oblige themselves jointly *solidairement* with the said François Baby and jointly *solidairement* between them and separately one of them for the other each of them for the whole, to the fulfilment, accomplishment and deliverance of the works above mentioned at the time and term above agreed, and to the fulfilment of all the clauses, conditions and covenants contained and set forth in the present contract as if each of them was the principal contractor and undertaker.

The whole to be executed under pain of all costs, losses, damages and interests, and for the execution of these presents the said parties have made election of domicile at their actual residence at which places, &c.

This done and passed at the said City of Quebec, at the office of the said Commissioners on the day and year first above written, under the number four thousand one hundred and ninety-nine, the said parties having to these presents,

first duly read according to law, set and subscribed their names and signatures together with us the said Notaries in faith and testimony of the premises.

(Signed,)

F. BABY,
N. MAILHOT,
E. GAUVREAU,
JOHN YOUNG,

Chief Commissioner of Public Works.

"

HAMILTON H. KILLALY.
Assistant Commissioner of Public Works.

(Signed,) H. G. BELLEAU.

(Signed,)

A. B. SIROIS,

Notary.

A true copy of the original remaining of record in my office.

(Signed,)

A. B. SIROIS,

Notary.

On the nineteenth day of April, in the year of our Lord one thousand eight hundred and fifty-two; before us the undersigned Notaries Public, duly commissioned and sworn in and for that part of the Province of Canada heretofore constituting the Province of Lower Canada, residing at the City of Quebec in the said Province, personally came and appeared François Baby, of the City of Quebec, aforesaid, Esquire, of the first part: and Her Majesty Queen Victoria, represented by the Hon. John Young and Hamilton Hartley Killaly, of the City of Quebec, Commissioners of Public Works of the Province of Canada, of the second part: by and between whom it was declared, covenanted and agreed in manner following, that is to say:—the said François Baby did and by these presents doth hereby promise, bind and oblige himself, his 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, materials, implements, boats, scows, machinery and labor for the construction of a landing Pier at the Parish of Eboulemens in the County of Saguenay, and to execute and complete the same in a substantial and workmanlike manner, according to the plans and specifications furnished by the Department of Public Works, jointly signed by the parties to these presents, and by us the said Notaries, and remaining of record in the office of the Department—a copy of the specification also so signed is hereunto attached,—the whole to be completed and finished to the satisfaction of the said Commissioners, ready for use on or before the first day of November, in the year of our Lord one thousand eight hundred and fifty-two.

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 his heirs, assigns or legal representatives of the party of the first part, the prices hereinafter mentioned, that is to say:

1st. For face timber twelve inches square and varying from that to twelve by fifteen inches, twenty to thirty feet long and upwards, of white or red pine, tamarac, or cedar measured in the work,—seven pence half-penny per cubic foot.

2nd. For longitudinal and transverse ties, twelve inches thick, flatted, twenty to thirty feet long and upwards, of white or red pine, tamarac or cedar, measured in the work,—seven pence half-penny per lineal foot.

4th. For face timbers twelve inches square, and varying from that to twelve by fifteen inches, thirty feet long and upwards, of spruce, hemlock or birch, measured in the work,—six pence per cubic foot.

5th. For crossties and bottoms, ten inches, flatted, thirty-three and one-third to thirty-four feet long, of spruce, hemlock, birch, pine, tamarac or cedar, measured in the work,—six pence per lineal foot.

6th. For bottoms nine inches, flatted, twenty-two and thirty-two feet long, of spruce, hemlock, birch, pine, tamarac or cedar, measured in the work,—six pence per lineal foot.

7th. For vertical fenders of half round tamarac or pine, twelve by nine inches, measured in the work,—six pence per lineal foot.

8th. For vertical sheeting of half round tamarac or pine, twelve by six inches, measured in the work,—four pence per lineal foot.

9th. For wale piece along top of Pier, twelve by six inches, measured in the work,—four pence per lineal foot.

10th. For snubbing posts, specified, provided and placed,—one pound five shillings each.

11th. For three inch pine plank, per thousand square feet superficial, measured in the work,—six pounds five shillings.

12th. For wrought iron bolts and spikes,—three pence per pound.

13th. For stones filled in cribs and rip rap wall of embankment, measured in the work,—one shilling and six pence per cubic yard,—which said sums to be paid as aforesaid, in current money of this Province by monthly payments, according to the Returns of the Foreman in charge, of the quantity of materials used, 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 first part, shall be the same as if the whole were calculated at the contract price hereinbefore mentioned, and all the payments of which said sum will be made by Her said Majesty according to the provisions of the 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 hereinbefore mentioned, shall be made to the party of the first part 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 perfect completion of the work and 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 so soon as the Commissioners shall have accepted and approved of the work, and further that, in forming his final estimate, the Engineer or other officer shall not be 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 work, 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 party of the first part, and to re-let the same to any 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 in either case shall be liable for all damages, 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 or 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 material for the said works 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, 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 anywise 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 materials used.

Fifthly. That it shall be in the power of Her 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 upon which such advance or payment shall be made, shall thenceforward 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, or implements 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 may 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 alteration or change, and if such alteration or change shall entail extra expense on the said party of the first part either in labor or materials, the same shall be allowed to the party of the first part, or should it be saving to the said 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 anywise 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 party of the first part under and subject to the conditions, stipulations and covenants herein expressed 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 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 of payment whatever be made for the same in case it should be done without such authority.

Eighthly. That the party of the first part shall not in any way dispose of, sublet, or relet any portion of the work embraced in the contract, except the procuring of materials.

Ninthly. Should any difference of opinion arise as to the construction to be put upon any part of the specification 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.

Tenthly. 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, 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 at Quebec, and any paper so addressed and left at the Post Office shall, to all intents and purposes, be legally served.

Eleventhly. 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.

And at the same time to these presents personally came and appeared Numidique Mailhot, Esquire, of the Parish of St. Pierre Les Becquets, and Michel Elyean Gauvreau, of the City of Quebec, Master Joiner, who, in the presence of us the said Notaries, did and by these presents do voluntarily covenant and agree to become joint securities for the said François Baby, in favor of Her said Majesty, represented as aforesaid, and do hereby bind and oblige themselves jointly *solidairement* with the said François Baby and jointly and *solidairement* between them and separately one of them for the other, each of them for the whole to the fulfilment, accomplishment and deliverance of the works above mentioned at the time and term above agreed, and to the fulfilment of all the claims, conditions and covenants contained and set forth in the present contract, as if each of them was the principal contractor and undertaker.

The whole to be executed under pain of all costs, damages, and interests, and for the execution of these presents the said parties have made election of domicile at their actual residence at which place, &c.

Thus done and passed at the said City of Quebec, at the office of the said Commissioners on the day and year first above written, under the number four thousand one hundred and ninety-eight, the said parties having to these presents first duly read according to law, set and subscribed their names and signatures together with us the said Notaries in faith and testimony of the premises.

(Signed,) HAMILTON H. KILLALY,
Assistant Commissioner of Public Works.

“ JOHN YOUNG,
Chief Commissioner of Public Works.

“ F. BABY,
“ N. MAILHOT,
“ M. E. GAUVREAU,
“ P. G. BELLEAU,
“ A. B. SIROIS,
Notary Public.

No. 4325.

On the sixth day of May in the year of our Lord one thousand eight hundred and fifty-two, before us the undersigned Notaries Public duly commissioned and sworn in and for that part of the Province of Canada heretofore constituting the Province of Lower Canada, residing at the City of Quebec in the said Province, personally came and appeared, James Rigney of the Parish of Point Levi, Engineer, and James Smith of the City of Quebec also Engineer of the first part.

And Her Majesty Queen Victoria, represented by the Honorable John Young and Hamilton Hartly Killaly of the said City of Quebec, Commissioners of Public Works of the Province of Canada of the second part by and between whom it was declared covenanted and agreed in manner following, that is to say, the said James Rigney and James Smith, the parties of the first part, did and by these presents do hereby promise, bind and oblige themselves jointly and severally their heirs and assigns to and in favor of Her said Majesty, Her heirs and successors, for and in consideration of the covenants, conditions, stipulations and agreements hereinafter mentioned, to find all necessary tools, materials implements, boats, scows, machinery and labor for the construction of landing Pier at the the Parish of St. Patrice, Rivière du Loup in the County of Rimouski which said Pier to have a length of about eight hundred and forty-two feet from its commencement at the beach more or less, and to execute and complete the same in a substantial and workmanlike manner according to the plan and specification furnished by the Department of Public Works, jointly signed by the parties to these presents and by us the said Notaries, the said plan remaining of record in the office of the Department and a copy of the specification is hereunto attached, the whole to be completed and furnished to the satisfaction of the said Commissioners ready for use on or before the first day of August in the year of our Lord 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 parties of the first part, or to their heirs, assings or legal representatives of the parties of the first part, the prices hereinafter mentioned, that is to say :

1st. For face timbers twelve inches square and varying from that to twelve by fifteen inches, twenty to thirty feet long and upward, of white or red pine, tamarack or cedar, measured in the work, —seven pence half-penny per cubic foot.

2nd. For longitudinal and transverse ties twelve inches thick flatted, twenty to thirty feet long and upwards, of white and red pine, tamarack or cedar, measured in the work,—six pence per lineal foot.

3rd. For longitudinal ties eleven inches thick flatted, thirty feet long and upwards of the same, or of spruce, hemlock or birch, measured in the work,—six pence per lineal foot.

4th. For face timbers twelve inches square and varying from that to twelve by fifteen inches, thirty feet long and upwards, of spruce, hemlock or birch, measured in the work,—six pence half-penny per cubic feet.

5th. For cross ties and bottoms, ten inches flatted, thirty-three and one-third to thirty four feet long, of spruce, hemlock, white pine, tamarack or cedar, measured in the work,—six pence per lineal foot.

6th. For bottoms nine inches flatted, twenty-two and thirty-two feet long, of spruce, hemlock, birch, pine, tamarack or cedar, measured in the work,—five pence per lineal foot.

7th. For vertical fenders of half round tamarack or pine twelve by nine inches, measured in the work,—seven pence half-penny per lineal foot.

8th. For vertical sheeting of half round tamarack or pine, twelve by six inches, measured in the work,—four pence and three farthings per lineal foot.

9th. For wale pine along top of pier, of tamarack or pine, twelve by six inches, measured in the work,—five pence half-penny per lineal foot.

10th. For snubbing posts as specified provided and placed,—twelve shillings and three pence each.

11th. For three inch pine plank per thousand square feet superficial, measured in the work,—four pounds two shillings and six pence.

12th. For wrought iron bolts and spikes in the work below water level,—four pence half-penny per pound ; same in work over water level,—three pence per pound.

13th. For stones filled in cribs and rip rap wall of embankment measured in the work,—one pound per toise.

14th. For embankment measured in the work,—nine pence half-penny per cubic yard.

15th. For gravel on top of embankment measured in the work,—one shilling and one penny per cubic yard :—which said sums to be paid as aforesaid, incurrent money of this Province by monthly payments according to the returns of the foreman in charge of the quantity of materials used, and other rates which 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 parties of the first part, shall be the same as if the whole were calculated at the contract price hereinbefore mentioned, and all the payments of which said sum will be made by Her said Majesty, according to the provisions of the statute, 9 Vic. cap. 37, section 35.

And the said parties 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 parties 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 parties 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 hereinbefore mentioned shall be made to the parties of the first part, 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 first parties of the first part, and

retain fifteen per cent. out of the amount of the estimates until the perfect completion of the work, and 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, and his certificate of the work having been completed and furnished so soon as the Commissioners shall have accepted, and approved of the work, and further 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 work may pay to the parties 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 ensure the completion of the same within the time herein prescribed, or if the parties 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 parties of the first part, and to re-let the same to any 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 parties of the first part, and the parties of the first part in either case shall be liable for all damages, 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 parties 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 works shall be inspected and approved of before being used, either by the Commissioners or such person as they may appoint, and any materials disapproved of shall not be used in the work, and if not removed by the parties 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 parties 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 the 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 parties 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 thenceforward be vested in and held as collateral security by Her Majesty, Her heirs and successors, for the due fulfilment, by the parties of the

first part, of the present contract, it being, however, well understood, that all work and all such tools, implements, or materials of any kind, are to remain at the risk of the parties of the first part, who shall be responsible for the same until the work has been finally completed and accepted of by the Commissioners; but the parties 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 parties 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 parties of the first part continue to employ such overseer, mechanic, or workman, the parties 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 parties 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 position or details of any part of the work shall be required by the said Commissioners during the progress thereof, the parties of the first part are hereby bound to make such alteration or change, and if alteration or change shall entail extra expense on the parties of the first part, either in labour or materials, the same shall be allowed to the said parties of the first part, or should it be saving to the said parties of the first part, in either labour or materials, the same shall be deducted from the amount of the 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 quantity 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 be performed, and made by the parties of the first part, under and subject to the conditions, stipulations and covenants herein expressed, as if such change or alteration had been expressed and specified in the terms of this contract, and should the said parties of the first part be required by Her said 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 parties of the first part shall not in any way dispose of, sublet or relet any portion of the work embraced in this contract except the procuring of materials.

Ninthly. Should any difference of opinion arise as to the construction to be put upon any part of the specification or plan, the same shall be determined by the Commissioners alone, and such determination shall be final and conclusive and binding upon the parties to this present contract and every of them.

Tenthly.—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

parties 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 at Quebec, and any paper so addressed and left at the Post Office shall to all intents and purposes be legally served.

Eleventhly. That should the parties of the first part not complete the work herein contracted for at the period agreed upon as above mentioned, the said parties 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; and at the same time to these presents personally came and appeared, James Moir Ferres of the City of Montreal, Editor, and Joseph Bruno Talbot of the Parish of St. Thomas, Farmer, who in the presence of us the said Notaries did and by these presents do voluntarily consent and agree to come joint securities for the said James Rigney and James Smith, the parties of the first part in favor of Her said Majesty, represented as aforesaid, the party of the second part and do hereby bind and obligate themselves jointly *solidairement* with the said James Rigney and James Smith and jointly *solidairement* between them and separately one of them for the other, each of them for the whole to the true fulfilment, accomplishment, and delivery of the works above mentioned at the time and term above agreed as well as to the fulfilment of all the Clauses, conditions, stipulations and covenants contained and set forth in the present contract and agreement as if each of them was the principal contractor and undertaker.

The whole to be executed under pain of all costs, losses, damages and interests. Thus done and passed at the aforesaid City of Quebec, at the office of the said Commissioners, under the number four thousand two hundred and twenty-five, the said parties having, to these presents first duly read according to law, set and subscribed their names and signatures, together with us the said notaries in faith and testimony of the premises.

(Signed,)

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(Signed,)

JAMES RIGNEY,

JAMES SMITH,

JAS. MOIR FENNIS,

JOS. B. TALBOT,

JOHN YOUNG.

C. C. P. W.

HAMILTON H. KILLALY.

THOMAS A. BEGLY,

Secy. Public Works,

(Signed,) B. G. BELLEAU, A. B. SIROIS.

A true copy of the original remaining of record in my office,

A. B. SIROIS,
Notary.

No. 4227.

On the Sixth day of May, in the year of our Lord, one thousand eight hundred and fifty-two, before us, the undersigned Notaries Public, duly commissioned and sworn in and for that part of the Province of Canada heretofore constituting the Province of Lower Canada, residing at the City of Quebec, in the said Province, personally came and appeared, James Rigney, of the Parish of Point Levi, Engineer, and James Smith, of the City of Quebec, also Engineer, of the first part.

And Her Majesty, Queen Victoria, represented by the Honorables John Young and Hamilton Harly Killaly, of the said City of Quebec, Commissioners of Public Works of the Province of Canada, of the second part—by and between whom it was declared, covenanted and agreed in manner following, that is to say: the said James Rigney and James Smith, the parties of the first part, did, and by these presents do hereby promise, bind and oblige themselves, jointly, *solidairement*, between them, their heirs and assigns, to and in favor of Her Majesty, Her Heirs and successors, for and in consideration of the covenants, conditions, stipulations and agreements hereinafter mentioned, to find all necessary tools, materials, implements, boats, scows, machinery and labor, for the construction of a landing Pier at the *Pointe aux Originaux*, in the Parish of St. Denis, in the County of Kamouraska, which said Pier to have a length of about five hundred and twenty-seven feet from its commencement at the beach, more or less, and to execute and complete the same, in a substantial, workman-like manner, according to the plan and specification furnished by the Department of Public Works, jointly assigned by the parties to these presents and by us the said Notaries, the said plan remaining of record in the Office of the Department, and a Copy of the specification is hereunto attached—the whole to be completed and finished to the satisfaction of the said Commissioners, ready for use, on or before the first day of August, in the year of our Lord, one thousand eight hundred and fifty-three; but it is expressly agreed and understood that the parties of the first part shall not commence the said work before an order in writing be received from the said Commissioners to that effect.

In consideration whereof, Her Majesty, Queen Victoria, represented by the said Commissioners as aforesaid, doth hereby promise and agree to pay the parties of the first part, or to their heirs and assigns, or legal representations of the parties of the first part, the prices hereinafter mentioned, that is to say:

1st. For face timbers, twelve inches square, and varying from that to twelve by fifteen inches, twenty to thirty feet long, and upwards, of white or red pine, tamarack or cedar, measured in the work,—seven pence half-penny per cubic foot.

2nd. For longitudinal and transverse ties, twelve inches thick, flatted, twenty to thirty feet long, and upwards, of white or red pine, tamarack or cedar, measured in the work,—six pence per lineal foot.

3rd. For longitudinal ties, eleven inches thick, flatted, thirty feet long, and upwards, of the same, or of spruce, hemlock or birch, measured in the work,—six pence per lineal foot.

4th. For face timbers, twelve inches square, and varying from that to twelve by fifteen inches, thirty feet long, and upwards, of spruce, hemlock or birch, measured in the work,—six pence half-penny per cubic foot.

5th. For cross-ties and bottoms, ten inches, flatted, thirty-three and one-third to thirty-four feet long, of spruce, hemlock, birch, pine, tamarack or cedar, measured in the work,—six pence per lineal foot.

6th. For bottoms, nine inches, flatted, twenty-two and thirty-two feet long, of spruce, hemlock, birch, pine, tamarack or cedar, measured in the work,—five pence per lineal foot.

7th. For vertical fenders, of half-round tamarack or pine, twelve by nine inches, measured in the work,—seven pence half-penny per lineal foot.

8th. For vertical sheeting, of half-round tamarack or pine, twelve by six inches, measured in the work,—four pence and three farthings per lineal foot.

9th. For wale pine along top of Pier, of tamarack or pine, twelve by six inches, measured in the work,—five pence half-penny per lineal foot.

10th. For snubbing posts, as specified, provided and placed,—twelve shillings and three pence each.

11th. For three inch pine plank, per thousand square feet, superficial, measured in the work,—four pounds two shillings and sixpence.

12th. For wrought iron bolts and spikes in the work below water level, four pence half-penny per pound, same in work over water level,—three pence per pound.

13th. For stones filled in cribs, and rip rap wall of embankment measured in the work,—one pound per toise.

14th. For embankment measured in the work,—nine pence half-penny per cubic yard.

15th. For gravel on top of embankment measured in the work,—one shilling and one penny per cubic yard;—which said sumsto be paid as aforesaid, in current money of this Province, by monthly payments according to the returns of the foreman in charge of the quantity of materials used and at the rates which shall be assigned and appointed 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 parties of the first part, shall be the same as if the whole were calculated at the contract price, hereinbefore mentioned and all the payments of which said sum will be made by Her said Majesty according to the provisions of the statute 9 Victoria, chapter 37, section 35.

And the said parties of the first part, and Her 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 parties 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 hereinbefore mentioned shall be made to the parties of the first part 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 parties of the first part, and retain fifteen per cent out of the amount of the estimates until the perfect completion of the work and 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 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 so soon as the Commissioners shall have accepted and approved of the work, and further 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 work may pay to the parties of the first part the whole or any portion of the fifteen per cent so withheld and retained.

Secondly. That if by 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 ensure the completion of the same within the time herein prescribed, or if the parties 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 parties of the first part and to re-let the same to any contractor or contractors without it's being previously advertised,—or to employ additional workmen and provide materials, tools and other necessary things at the expense of the parties of the first part, and the parties of the first part in either case shall be liable for all damages, extra costs and expenditure which may be incurred by reason thereof, and shall in either case 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 parties of the first part shall hereby forfeit all right and claim to the said fifteen per cent. or any part thereof remaining unpaid as well as any moneys whatever due on this contract.

Fourthly. That all materials for the said works shall be inspected and approved of before being used either by the Commissioners or such person as they may appoint, and any materials disapproved of shall not be used in the work and if not removed by the parties of the first part when directed by the Commissioners or 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 parties of the first part. But it is distinctly understood and agreed that the inspection and approval of materials shall not in any way 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 the account of the unsoundness or imperfection of the materials 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 parties on the first part, upon any tools or implements, or materials of any description, the tools, implements or materials upon which such advance or payment shall be made, shall thenceforward be vested in and held as collateral security by Her Majesty, Her heirs and successors, for the due fulfilment by the parties of the first part of the present contract. It being, however, well understood, that all work and all such tools, implements or materials of any kind are to remain at the risk of the parties of the first part, who shall be responsible for the same until the work has been finally completed and accepted of by the Commissioners, but the parties 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 parties 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 parties of the first part continue to employ such overseer mechanic or workman, the parties 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 parties 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 position or details, of any part of the work, shall be required by the said Commissioners, during the progress thereof, the parties of the first part are hereby bound to make such alterations or change, and if alteration or change shall entail extra expense on the parties of the first part, either in labor or materials, the same shall be allowed to the said parties of the first part, or should it be saving to the said parties of the first part, in either labor 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 exact or quantity 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, annulling or rescinding this contract, which shall continue to subsist; such alteration and every such change or alteration shall be performed and made by the parties of the first part, under and subject to the conditions, stipulations and covenants herein expressed, as if such change or alteration had been expressed and specified in the terms of this contract: and should the said parties 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 parties of the first part shall not in any wise dispose of, sub let or re-let any portion of the work embraced in the contract except the procuring of the materials.

Ninthly. Should any difference of opinion arise as to the construction to be put upon any part of the specification or plan, the same shall be determined by the Commissioners alone and such determination shall be final and conclusive and binding upon the parties to this present contract and every of them.

Tenthly. 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 parties of the first part, at his or their domicile or place of business, or at the place where the work hereby contracted for is to be carried on, and left at the Post Office at Quebec, and any paper so addressed and left at the Post Office shall to all intents and purposes be legally served.

Eleventhly. That should the parties of the first part not complete the work herein contracted for at the period agreed upon as above mentioned, the said parties 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 from completion until the same shall actually be completed and received.

And at the same time to these presents personally came and appeared James Moir Ferres, of the City of Montreal, Editor, and Joseph Bruno Talbot, of the Parish of St. Thomas, Tanner, who in the presence of us the said Notaries, did and by these presents do voluntarily covenant and agree to come joint securities for the said James Rigney and James Smith, the parties of the first part, in favor of Her said Majesty, represented as aforesaid, the party of the second part, and do hereby bind and oblige themselves jointly *solidairement* with the said James Rigney and James Smith, and jointly *solidairement* between them and separately one of them for the other, each of them for the whole, to the true fulfilment, accomplishment and delivery of the works above mentioned at the time and term above agreed, as well as to the fulfilment of all the clauses, conditions, stipulations and covenants contained and set forth in the present contract and agreement as if each of them was the principal contractor and undertaker.

The whole to be executed under pain of all costs, losses, damages and interests.

Thus done and passed at the aforesaid City of Quebec, at the office of the said Commissioners under the number four thousand two hundred and twenty-seven, the said parties, having to these presents, first duly read, according to law set and subscribed their names and signatures together with us the said Notaries

in faith and testimony of the premises, signed on the original remaining record in the office of the undersigned, two marginal notes approved on good authority these words erased are null.

(Signed,)	JAMES RIGNEY,
"	JAMES SMITH,
"	JAS. MOIR FERRES,
"	JOS. B. TALBOT,
"	JOHN YOUNG,
	Chief Commissioner of Public Works.
"	HAMILTON H. KILLALY,
"	THOMAS A. BEGLY,
"	R. G. BELLEAU,

And the undersigned.

(Signed,)	A. B. SIROIS,
	Notary.

No. 4224.

On the sixth day of May, in the year of our Lord one thousand eight hundred and fifty-two, before us the undersigned Notaries Public, duly commissioned and sworn in and for that part of the Province of Lower Canada heretofore constituting the Province of Lower Canada, residing at the City of Quebec, personally came and appeared James Rigney, of the Parish of Point Levi, Engineer, and James Smith, of the City of Quebec, also Engineer, of the first part; and Her Majesty, Queen Victoria, represented by the Honorables John Young and Hamilton Hartley Killaly, of the City of Quebec, Commissioners of Public Works of the Province of Canada, of the second part; by and between whom it was declared, covenanted and agreed in manner following, that is to say:—The said James Rigney and James Smith, the parties of the first part, did and by these presents do hereby promise, bind and oblige themselves jointly, *solidairement*, between them and separately, one of them for the other, each of them for the whole, their heirs and assigns, to and in favor of Her said Majesty and successors, for and in consideration of the covenants, conditions, stipulations and agreements hereinafter mentioned, to find all necessary tools, materials, boats, scows, machinery, and labor, for the construction of a landing pier at the Parish of Buttiex, in the County of Bellechasse; which said Pier to be constructed near the site of the old one up stream thereof, and in the position that will be pointed out by the officer of the Department of Public Works, having a length of about five hundred and twenty-seven feet from its commencement at the beach—the length, however, is not considered as fixed; it may be made more or less, at the option of the said Commissioners of Public Works—and to execute and complete the said Pier in a substantial and workmanlike manner according to the plan and specification furnished by the Department of Public Works, jointly signed by the parties to these presents and by us the said Notaries, the said plan remaining of record in the office of the Department, and a copy of the specification is hereunto attached; the whole to be completed and finished to the satisfaction of the said Commissioners, ready for use on or before the first day of July, in the year of our Lord one thousand eight hundred and fifty-three.

In consideration whereof, Her Majesty Queen Victoria, represented as aforesaid, by the said Commissioners of Public Works, doth hereby promise and agree to pay to the parties of the first part, or to their heirs, assigns or legal representatives of the parties of the first part, the prices hereinafter mentioned, that is to say:

1st. For face timbers, twelve inches square and varying from that to twelve by fifteen inches, twenty to thirty feet long and upwards, of white or red pine, tamarack or cedar, measured in the work,—seven pence half-penny per cubic foot.

2nd. For longitudinal and transverse ties twelve inches thick, flatted, twenty to thirty feet long and upwards, of white or red pine, tamarack or cedar, measured in the work,—sixpence per lineal foot.

3rd. For longitudinal ties, eleven inches thick, flatted, thirty feet long and upwards, of the same, or of spruce, hemlock or birch, measured in the work,—sixpence per lineal foot.

4th. For face timbers, twelve inches square, and varying from that to twelve by fifteen inches, thirty feet long and upwards, of spruce, hemlock, or birch, measured in the work,—sixpence half-penny per cubic foot.

5th. For cross ties and bottoms, ten inches, flatted, thirty-three and one-third to thirty-four feet long, of spruce hemlock, birch, pine, tamarack or cedar, measured in the work,—sixpence per lineal foot.

6th. For bottoms, nine inches flatted, twenty-two and thirty-two feet long, of spruce, hemlock, birch, pine, tamarack or cedar, measured in the work,—five pence per lineal foot.

7th. For vertical fenders of half round tamarack or pine, twelve by nine inches, measured in the work,—seven pence half-penny per lineal foot.

8th. For vertical sheeting of half round tamarack or pine, twelve by six inches, measured in the work,—four pence and three farthings per lineal foot.

9th. For wale pine along top of pier, of tamarack or pine, twelve by six inches, measured in the work,—five pence half-penny per lineal foot.

10th. For snubbing posts as specified, provided and placed,—twelve shillings and three pence each.

11th. For three inch pine plank, per thousand square feet superficial, measured in the work,—four pounds two shillings and sixpence.

12th. For wrought wire bolts and spikes, in the work below water level,—four pence half-penny per pound; same in the work over water level,—three pence per pound.

13th. For stones filled in cribs and rip rap wall of embankment, measured in the work,—one pound per toise.

14th. For embankment measured in the work,—nine pence half-penny per cubic yard.

15th. For gravel on top of embankment, measured in the work,—one shilling and one penny per cubic yard.

16th. That the stones in the old Pier shall be taken out and placed in the filling of the new Pier, and the parties of the first part shall be bound to pay and shall be charged the sum of ten shillings per each toise of stone so used, which said sums to be paid as aforesaid in current money of this Province by monthly payments, according to the returns of the foreman in charge of the quantity of materials used and at rates which 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 parties of the first part shall be the same as if the whole even calculated, at the contract price hereinbefore mentioned, and all the payments of which said sum shall be made by Her Majesty, according to the provisions of the statute 9 Victoria, chapter 37, section 35.

And the said parties 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 parties 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 hereinbefore mentioned shall be made to the parties of the first part, 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 parties of the first part and

retain fifteen per cent. out of the amount of the estimates until the perfect completion of the work and 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, etc., and his certificate of the work having been fully completed and finished so soon as the Commissioners shall have accepted and approved of the work, and further 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 work may pay to the parties 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 ensure the completion of same, within the time herein prescribed or if the parties 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 parties of the first part, and to re-let the same to any 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 parties of the first part, and the parties of the first part in either case shall be liable for all damages, 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 parties 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 works shall be inspected and approved of before being used either by the Commissioners or such person as they may appoint, and any materials disapproved of shall not be used in the works, and if not removed by the parties 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 parties of the first part; but it is distinctly understood and agreed that the inspection and approval of materials, shall not in anywise 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 works, nor shall such inspection be considered as any waiver of objection to the work on the 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 work or used or intended to be used about the same, in such cases and upon such terms and considerations as to the said Commissioners may seem proper, and that whenever any advance or payment shall be made to the parties 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 thenceforward be vested in and held as collateral security by

Her Majesty, Her heirs and successors for the due fulfilment by the parties of the first part of the present contract, it being, however, well understood that all the work and all such tools, implements or materials of any kind are to remain at the risk of the parties of the first part who shall be responsible for the same until the work has been finally completed and accepted of by the Commissioners, but the parties 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 in or about the work give any just cause of complaint, the parties 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 parties of the first part continue to employ such overseer, mechanic or workman, the parties 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 parties 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 position or details of any part of the works shall be required by the said Commissioners during the progress thereof, the parties of the first part are hereby bound to make such alteration or change, and if alteration or change shall entail extra expense on the parties of the first part either in labor or materials, the same shall be allowed to the said parties of the first part, or should it be a saving to the parties of the first part in either labor 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 the 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 parties of the first part under and subject to the conditions, stipulations and covenants herein expressed as if such change or alteration had been expressed and specified in the terms of this contract, and should the said parties 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 parties of the first part shall not in any way dispose of, sub-let or re-let any portion of the work embraced in this contract except the procuring of materials.

Ninthly. Should any difference of opinion arise as to the construction to be put upon any part of the specification or plan the same shall be determined by the Commissioners alone, and such determination shall be final and conclusive and binding upon the parties of this contract and every of them.

Tenthly. 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 parties 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 at Quebec, and any paper so addressed and left at the Post Office shall to all intents and purposes be equally served.

Eleventhly. That should the parties of the first part not complete the work herein contracted for at the period agreed upon, as above mentioned, the said parties 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. And at the same time to these presents, personally came and appeared James Moir Ferres, of the City of Montreal, Editor, and Joseph Bruno Talbot, of the Parish of St. Thomas, Farmer, who in the presence of us the said Notaries did and by these presents do voluntarily covenant and agree to come joint securities for the said James Rigney and James Smith, the parties of the first part in favor of Her said Majesty, represented as aforesaid the party of the second part, and do hereby bind and oblige themselves jointly *solidairement* with the said James Rigney and James Smith and jointly *solidairement*, between them and separately one of them for the other, each of them for the whole, to the true fulfilment, accomplishment and delivery of the works above mentioned, at the time and term above agreed as well as to the fulfilment of all the clauses, conditions stipulations and covenants contained and set forth in the present contract and agreement as if each of them was the principal contractor and undertaker.

The whole to be executed under pain of all costs, losses, damages and interests. Thus done and passed at the aforesaid City of Quebec at the office of the said Commissioners of Public Works, under the number four thousand two hundred and twenty-four, the said parties having to these presents first duly read according to law set and subscribed their names and signatures, together with us the said Notaries in faith and testimony of the premises.

(Signed,)	JAMES RIGNEY,
"	JAMES SMITH,
"	JAMES MOIR FERRES,
"	JOS. B. TALBOT,
"	JOHN YOUNG,
	Chief Commissioner of Public Works.
"	HAMILTON H. KILLALY,
"	THOMAS A. BEGLY,
	Secretary of Public Works.
"	R. G. BELLEAU,
"	A. B. SIROIS,

A. true copy of the original remaining of record in my office.

(Signed,)	A. B. SIROIS,	Notary.
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No. 4226.

On the sixth day of May in the year of our Lord one thousand eight hundred and fifty-two, before us the undersigned Notaries Public duly commissioned and sworn in and for that part of the Province of Canada heretofore constituting the Province of Lower Canada, residing in the City of Quebec in the said Province

personally came and appeared James Rigney, of the Parish of Point Levi, Engineer, and James Smith of the City of Quebec, also Engineer of the first part, and Her Majesty Queen Victoria, represented by the Honorable John Young and Hamilton Hartly Killaly, of the City of Quebec, Commissioners of Public Works of the Province of Canada, of the second part, by and between whom it was declared, covenanted and agreed in manner following, that is to say; the said James Rigney and James Smith the parties of the first part, did and by these presents do hereby promise, bind and oblige themselves jointly and severally, their heirs and assigns to and in favor of Her said Majesty, Her heirs and successors, for and in consideration of the covenants, conditions, stipulations and agreements hereinafter mentioned, to find all necessary tools, materials, implements, boats, scows, machinery and labor for the construction of a landing pier at the point commonly known as the Telegraph Rock, in the Parish of L'Islet and county of L'Islet which said pier to have a length of about seven hundred and twenty feet, more or less, from its commencement at the rock and to execute and complete the same in a substantial and workmanlike manner, according to the plan and specification furnished by the Department of Public Works, jointly signed by the parties of these presents and by us the said Notaries, the said plan remaining of record in the office of the Department and a copy of the specification is hereunto attached, the whole to be completed and finished to the satisfaction of the said Commissioners, ready for use on or before the first day of August in the year of our Lord 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 parties of the first part or to their heirs assigns or legal representatives of the parties of the first part the prices hereinafter mentioned, that is to say :

1st. For face timber, twelve inches square and varying from that to twelve by fifteen inches, twenty to thirty feet long, and upwards, of white or red pine, tamarack or cedar, measured in the work,—seven pence half-penny per cubic foot.

2nd. For longitudinal and transverse ties twelve inches thick, flatted twenty to thirty feet long and upwards, of white or red pine, tamarack or cedar, measured in the work,—six pence per lineal foot.

3rd. For longitudinal ties eleven inches thick, flatted thirty feet long and upwards of the same or of spruce, hemlock or birch, measured in the work,—six pence per lineal foot.

4th. For face timbers, twelve inches square and varying from that to twelve by fifteen inches, thirty feet long and upwards, of spruce, hemlock or birch, measured in the work,—six pence half-penny per lineal foot.

5th. For cross ties and bottoms ten inches, flatted, thirty-three and one-third to thirty-four feet long of spruce, hemlock, birch, pine, tamarack or cedar, measured in the work,—six pence per lineal foot.

6th. For bottoms nine inches, flatted, twenty-two and thirty-two feet long, of spruce, hemlock, birch, pine, tamarack or cedar measured in the work,—five pence per lineal foot.

7th. For vertical fenders of half round tamarack or pine, twelve by nine inches measured in the work,—seven pence half-penny per lineal foot.

8th. For vertical sheeting of half round tamarack or pine, twelve by six inches, measured in the work,—four pence and three farthings per lineal foot.

9th. For wale pier along top of pier, of tamarack, by six inches measured in the work,—five pence half penny per lineal foot.

10th. For snubbing posts as specified, provided and placed,—twelve shillings and three pence each.

11th. For three inch pine plank per thousand square feet superficial, measured in the work,—four pounds two shillings and six pence.

12th. For wrought iron bolts and spikes in the work below water level.—four pence half-penny per pound, same in the work over the water level,—three pence per pound.

13th. For stones filled in the cribs and Rip Rap wall of embankment, measured in the work,—one pound per toise.

14th. For embankment measured in the work,—nine pence half penny per cubic yard.

15th. For gravel on top of embankment, measured in the work,—one shilling and one penny per cubic yard ;—which said sums to be paid as aforesaid in current money of this Province by monthly payments according to the returns of the foreman in charge of the quantity of material used, and at the rates which 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 parties of the first part shall be the same as if the whole were calculated at the contract price hereinbefore mentioned, and all the payments of which said sum will be made by Her said Majesty according to the provisions of the statute 9 Vict. cap. 37, section 35.

And the said parties 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 parties 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. The payments of the price hereinbefore mentioned shall be made to the parties of the first part 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, that nevertheless it shall be lawful for Her Majesty to withhold from the parties of the first part and retain fifteen per cent. out of the amount of the estimates until the perfect completion of the work and 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 the certificate of the work having been fully completed and finished so soon as the Commissioners shall have accepted and approved of the work ; and further 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 work may pay to the parties 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 to ensure the completion of the same within the time herein prescribed or if the parties 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 parties of the first part, and to relet the same to any 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 parties of the first part, and the parties of the first part in either case shall be liable for all damages, 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 parties 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 works 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 parties 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 parties 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 such inspection be considered as any waiver of objection to the work on the 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 wherever any advanced payment shall be made to the parties 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 thenceforward be vested in and held as collateral security by Her said Majesty, her heirs and successors for the due fulfilment by the parties of the first part of the present contract, it being however well understood that all the work and all such tools, implements or materials of any kind are to remain at the risk of the parties of the first part who shall be responsible for the same until the work has been finally completed and accepted of by the Commissioners—but the parties of the first part shall not presume to exercise any act of workmanship 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 parties of the first part shall immediately upon the application of the Commissioners—their Engineer overseer in charge dismiss such person or persons forthwith from the works and he shall not be employed again therein without the consent of the Commissioners and should the parties of the first part continue to employ such overseer, mechanic, or workman the parties 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 parties of the first part may be entitled to receive from Her said Majesty at the commencement of the month next ensuing such forfeiture or at a later period as Her Majesty shall deem proper.

Seventhly. That if any change or alteration either in position or details of any part of the work, shall be required by the said Commissioners during the progress thereof, the parties of the first part are hereby bound to make such alteration or change, and if alteration or change shall entail extra expense on the said parties of the first part, either in labour or materials, the same shall be allowed to the said parties of the first part, or should it be saving to the said parties 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 quantity 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 parties of the first part under and subject to the conditions, stipulations and covenants herein expressed as if such change or alteration had been expressed and specified in the terms of this contract, and should the said parties 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 parties of the first part shall not in any way dispose of, sublet or relet any portion of the work embraced in this contract, except the procuring of materials.

Ninthly. Should any difference of opinion arise as to the construction to be put upon any part of the specification or plan, 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.

Tenthly. 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 parties 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 at Quebec, and any paper so addressed and left at the Post Office shall to all intents and purposes be legally served.

Eleventhly. That should the parties of the first part not complete the work herein contracted for at the period agreed upon as above mentioned, the said parties 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; and at the same time to these presents personally came and appeared James Moir Ferres of the City of Montreal, Editor, and Joseph Bruno Talbot of the Parish of St. Thomas, Farmer, who in the presence of us the said Notaries did and by these presents do voluntarily covenant and agree to come joint securities for the said James Rigney and James Smith, in favor of Her said Majesty, represented as aforesaid, and do hereby bind and oblige themselves jointly *solidairement* between them and separately one of them for the other, each of them for the whole, to the fulfilment, accomplishment and delivery of the works above mentioned at the time and term above agreed and to the fulfilment of all the clauses, conditions, stipulations, covenants and agreements contained and set forth in the present contract, as if each of them was the principal contractor and undertaker.

The whole to be executed under pain of all costs, losses, damages and interests.

Thus done and passed at the aforesaid City of Quebec, at the office of the said Commissioners on the day and year first above written under the number four thousand two hundred and twenty-six, the said parties having to these pre-

sents first duly read, according to law, set and subscribed their names and signatures, together with us the said Notaries in faith and testimony of the premises.

(Signed,)	JAMES RIGNEY,
"	JAMES SMITH,
"	JAS. MOIR PERRES,
"	JOS. B. TALBOT,
"	JOHN YOUNG,
	Chief Com. of Pub. Works.
"	HAMILTON H. KILLALY,
"	THOMAS A. BEGLY,
	Secy. Pub. Works.
"	R. G. BELLEAU,
"	A. B. SIROIS,
	Notary.

A true copy of the original remaining of record in my office, two marginal notes approved are good,

A. B. SIROIS,
Notary.

No. 4489.

On the twentieth day of May, in the year of our Lord one thousand eight hundred and fifty-three, before us the undersigned Notaries Public duly commissioned and sworn in and for that part of the Province of Canada, heretofore called Lower Canada, residing in the City of Quebec, in the said Province, personally came and appeared François Baby, of the City of Quebec, Esquire, of the first part, and Her Majesty Queen Victoria, represented by the Honorables Jean Chabot, Chief Commissioner, and Hamilton Hartley Killaly, Assistant Commissioner of Public Works of the Province of Canada, residing in the said City of Quebec, of the second part, by and between whom it was declared, covenanted and agreed in manner following, to wit: Whereas James Rigney and James Smith who did and have contracted for the building of Berthier, L'Islet, Pointe aux Orignaux and Rivière du Loup Piers, have given up and abandoned the works necessary for the completion of the said Piers as contained in the contracts duly executed and passed before A. B. Sirois, and his colleague Notaries Public, bearing date the 6th of May, in the year 1852; And whereas the said François Baby, by his letters of the 14th and 16th days of the month of May instant, did propose to complete and finish the said Piers.

And whereas the said Commissioners of Public Works have accepted of the said proposal and tender, now the said François Baby did, and by these presents doth hereby promise, bind and oblige himself, his heirs and assigns, to and in favor of the said Commissioners of Public Works, acting on behalf of Her said Majesty, Her Heirs and Successors, present and accepting hereof all the necessary works to complete and finish in a substantial and workmanlike manner the above named Piers and to furnish all necessary tools, materials, implements, boats, scows, machinery and labor for the completion of the said Piers, according to the plans of the same deposited in the office of the said Commissioners signed by them and by us the said Notaries, the whole to be completed and finished, to wit: the Berthier, L'Islet and River du Loup Piers within, the current year and the said Pointe aux Orignaux Piers, also in the course of the present year if possible, if not, on or before the first of August, in the year 1854, to the satisfaction of the said Commissioners of Public Works under the direction of the Engineer or Superintendent employed by the said Commissioners.

The present contract and agreement is thus made for under all the conditions, prices, restrictions and reservations set forth and contained in certain contracts made between the said François Baby and the Commissioners of Public Works, acting as aforesaid for the Piers on the North Shore of the St. Lawrence, to wit: at the Parishes of Eboulemens and Malbaie, duly executed and passed by and before A. B. Sirois and his colleague, Notaries Public, bearing date the 19th day of April, 1852, with the addition and condition that the said François Baby shall be entitled to, and the said Commissioners shall allow to him the fair amount in the increase of price of materials and labor as they stand now contracted with those which existed at the time of the above contracts, which said increase shall be ascertained by the said Commissioners, and the payment of the price and furnishing of materials for the said works, shall be made to the said François Baby, by the said Commissioners acting as aforesaid at the time and terms and under the conditions mentioned and set forth in the contracts above mentioned of the 19th day of April 1852, but that nevertheless it shall be lawful for the said Commissioners acting as aforesaid, to withhold from the said François Baby, and retain 20 per cent. out of the amount of the estimates until the perfect completion of the works and acceptance by the said Commissioners, which twenty per cent. so withheld and retained shall be paid with the last instalment as mentioned, and under the terms contained in the above said contract of the 19th of April, 1852, to wit: 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, with detailed measurement, weights and his certificates of the work having been fully completed and finished so soon as the Commissioners shall have accepted and approved of the work, and which said 20 per cent. so withheld and retained, shall be the security for the due accomplishment and fulfilment on the part of the said François Baby, of the work and materials furnished by him as aforesaid for the same, and shall be paid as aforesaid at the completion of each of the said Piers respectively, it being well understood, that all work and all such tools, materials and implements of any kind are to remain at the risk of the said François Baby, who shall be responsible for the same until the said works have been finally completed and approved of as aforesaid by the said Commissioners.

And for the execution of these presents, the said parties have made election of domicile at their respective residences, at which place, &c. For thus, &c.

Thus done and passed at the aforesaid City of Quebec, at the Office of the said Commissioners on the day, month and year first above written under the number 4489, the said parties having to these presents, first duly read according to law, set and subscribed their names and signatures, together with us the said Notaries, in faith and testimony of the premises.

(Signed,)

F. BABY,

J. CHABOT,

Chief Commissioner of Public Works.

“

HAMILTON H. KILLALY,

Assistant Commissioner of Public Works,

“

R. G. BELLEAU,

Notary Public.

“

A. B. SIROIS,

Notary Public.

On the twenty-fifth day of August, in the year of our Lord one thousand eight hundred and fifty-three, before us the undersigned Notaries Public, duly admitted and sworn in and for that part of the Province of Canada heretofore called Lower Canada, residing in the City of Quebec, personally came and appeared François Baby, of the City of Quebec, Esquire, of the first part, and Her Majesty Queen Victoria represented by the Honorable Jean Chabot, Chief Commissioner of Public Works of the Province of Canada, residing in the said City of Quebec, of the second part, which parties in the presence of us the said Notaries have made the following declarations, covenants and agreements, that is to say:

Whereas Macaire Lepage and Enselie Lepage, who had contracted for the building of a Pier at Rimouski, have given up and abandoned the works necessary for the completion of the said Pier as contained in the contract duly executed and passed at Rimouski before P. Gauvreau and his colleague Notaries on the seventh day of May in the year one thousand eight hundred and fifty-two: And whereas the said François Baby by his letter bearing date the twenty-second day of August instant, did tender and propose to complete and finish the said Pier, and whereas the said Chief Commissioner of Public Works has accepted of the said tender and proposal, the said parties have consented and agreed as follows, to wit:

The said François Baby did and by these presents doth promise, engage, bind and oblige himself, his heirs and assigns to and in favor of the said Chief Commissioner of Public Works acting on behalf of Her said Majesty, Her heirs and successors, present and accepting hereof all the works required and necessary to finish and complete in a substantial manner the said Pier at Rimouski aforesaid and to provide and furnish all necessary tools, materials, implements, boats, scows, machinery and labor for the full completion of the said Pier according to the plans thereof deposited in the office of the Commissioners of Public Works, signed by the said parties and by the undersigned Notaries and the said François Baby, did and doth hereby promise and bind and oblige himself to complete and finish the said Pier on or before the first day of November of the year one thousand eight hundred and fifty-four, to the entire satisfaction of the said Commissioners of Public Works under the direction of the Engineer or Superintendent employed by the said Commissioners.

The present contract and agreement is thus made for and under all the conditions and reservations mentioned and set forth in certain contracts made between the said François Baby and the said Commissioners of Public Works acting in the said contract for and in the name of Her said Majesty Her Heirs and Successors for the Piers on the North Shore of the River St. Lawrence to wit in the parishes of Les Eboulemens and Malbaie, duly executed and passed at Quebec before A. B. Sirois and his colleague, Notaries on the nineteenth day of April one thousand eight hundred and fifty-two with the addition and condition that the said François Baby shall be entitled to and the said Chief Commissioners shall allow to him the fair amount in the increase of price of materials and labor as they now stand contracted with those which existed at the time of the above contracts, which said increase shall be ascertained by the said Commissioners of Public Works and the payment of the price and furnishing of materials for the said works shall be made to the said François Baby by the said Commissioners, acting as aforesaid at the time and terms and under the conditions mentioned and set forth in the contracts above mentioned of the nineteenth day of April one thousand eight hundred and fifty-two, but nevertheless it shall be lawful for the said Commissioners to withhold from the said François Baby and retain twenty per cent out of the amount of the estimates until the full and perfect completion of the said works and the acceptance of the same by the said Commissioners, which drawback of twenty per cent shall be paid and handed over to the said François Baby with the last instalment as mentioned and under the terms contained in the said contracts of the nineteenth day of April one thousand eight hundred and fifty-two to and within ten days after the Engineer or Officer

in charge shall have delivered his final estimate of the works performed and materials furnished with detailed measurements, weights and his certificate of the work having been fully completed and finished so soon as the said Commissioners shall have accepted, and approved of the work, and which twenty per cent. so withheld and retained shall be the security for the due completion and fulfilment on the part of the said François Baby of the work and materials furnished by him as aforesaid for the same and shall be paid as aforesaid at the completion of the said Pier, it being well understood between the parties that all works and that all such tools, materials and implements of any kind are to remain at the risk of the said François Baby who shall be responsible for the same until the said work has been finally and fully completed and approved of as aforesaid by the said Commissioners. And for the due execution thereof the said parties have made election of their domiciles to wit, the said François Baby at his actual residence, and the said Honorable Jean Chabot at the Board of Public Works at Quebec, at which places, &c., For thus &c.

Sealed and thus done and passed at the City of Quebec aforesaid in the office of the said Commissioners on the day, month and year first above written under the number seven thousand three hundred and forty-eight. And the said parties have to these presents, first duly read according to law, set and subscribed their names and signatures together with Thomas A. Begly, Esquire, Secretary of the Department of Public Works to that effect also present and with us the said Notaries in faith and testimony of the premises.

Signed on the original.

Remaining of record in the office of Joseph Petitclerc, one of the undersigned Notaries.

(Signed,)

J. CHABOT,
Chief Commissioner, P. W.

“

F. BABY,
THOMAS A. BEGLY,
Secretary Public Works.

“

“

CHS. PARENT,
Notary Public.

“

JOS. PETITCLERC,
Notary Public.

True copy, one marginal note approved is good, one word struck out are null and void.

(Signed,)

JOSEPH PETITCLERC.

On the twelfth day of October in the year of our Lord one thousand eight hundred and fifty-three, before us the undersigned Notaries Public duly admitted and sworn in and for that part of the Province of Canada heretofore called Lower Canada, residing in the City of Quebec, personally came and appeared François Baby, Esquire, gentleman residing in the City of Quebec of the first part, and Her Majesty Queen Victoria represented herein by the Honorable Commissioners of Public Works, of the Province of Canada, residing in the City of Quebec, of the second part; which parties in the presence of us the said Notaries have made the following declarations, covenants and agreements that is to say: The said François Baby, did and by these presents doth promise, engage, bind and oblige himself his heirs and assigns, to and in favor of the said Commissioners of Public Works, hereby accepting for and in the name and in behalf of Her said Majesty, Her heirs and successors to make, execute and perform in a substantial and workmanlike manner, all the works required and necessary to make, finish and complete an addition which is to be made to the pier which is now building

at L'Islet, and to provide and furnish all necessary tools, materials, implements, boats, scows, machinery and labor for the full completion of the works required for the said addition, and the said François Baby, did and doth hereby promise and bind and oblige himself to complete and deliver the said works on or before the first day of July, of the year one thousand eight hundred and fifty-four, to the entire satisfaction of the said Commissioners of Public Works, under the direction of the Engineer or Superintendent employed by them the said Commissioners.

The present contract is thus made for and under all the conditions, prices, restrictions and reservations mentioned and set forth in certain contracts made between the said François Baby, and the said Commissioners of Public Works, for the piers on the North Shore of the river St. Lawrence, to wit: in the Parishes of les Eboulemens and Malbaie, duly executed and passed before A. B. Sirois, and his colleague Notaries at Quebec, on the nineteenth day of April, one thousand eight hundred and fifty-two with the addition and condition that the said François Baby, shall be entitled to and the said Commissioners of Public Works shall allow to him the fair amount in the increase of price of material and labor as they now stand contracted with those which existed at the time of the above contracts which said increase shall be ascertained by the said Commissioners of Public Works, save and excepting however the timber, iron and stone for which materials the said Commissioners of Public Works, did and do hereby promise and bind and oblige themselves to pay to the said François Baby, the following prices to wit: ten pence currency for each and every foot of timber, five pence currency for each and every pound of iron, and one pound two shillings and six pence current money aforesaid, for each and every toise of stone to be employed in the addition to the said pier which is now erecting at L'Islet aforesaid, and the payment of the price and furnishing of materials required for the said works, shall be made to the said François Baby, by the said Commissioners of Public Works, acting as aforesaid at the time and under the conditions mentioned and set forth in the contracts hereinabove mentioned of the nineteenth day of April, one thousand eight hundred and fifty-two; but nevertheless, it shall be lawful for the said Commissioners to withhold from the said François Baby, and retain twenty per cent. out of the amount of the estimates, until the full and perfect completion of the said works, and the acceptance of the same by the said Commissioners, which drawback of twenty per cent. shall be paid and handed over to the said François Baby, with the last instalment as mentioned and under the terms contained in the said contracts of the nineteenth day of April, one thousand eight hundred and fifty-two, to wit; within ten days after the Engineer or officer in charge shall have delivered his final estimate of the works performed and materials furnished with detailed measurements, weights and his certificate of the work having been fully completed and finished, so soon as the said Commissioners shall have accepted and approved of the work, and which twenty per cent. so withheld and retained shall be the security for the due completion and fulfilment on the part of the said François Baby, of the work done and materials furnished by him as aforesaid, for the same and shall be paid as aforesaid at the completion of the said works, it being well understood between the parties that all work and all such tools, materials and implements of any kind are to remain at the risk of the said François Baby, who shall be responsible for the same until the said work has been finally and fully completed and approved of as aforesaid by the said Commissioners.

And for the due execution hereof the said parties have made election of their domiciles, to wit; the said François Baby at his actual residence and the said Commissioners of Public Works at Quebec, at which places, &c., for thus &c.

Thus done and passed and sealed at Quebec aforesaid, in the office of the Department of Public Works, on the day, month and year first above written under the number seven thousand four hundred and five, and the said parties to-

gether with Thomas A. Begly, Esquire, Secretary of the Department of Public Works to that effect, also present have to these presents first duly read, set and subscribed their names and signatures together with us the said Notaries in faith and testimony of the premises, signed on the original, remaining of record in the office of Joseph Petitclerc.

(Signed,) F. BABY,
 " J. CHABOT,
 Chief Commissioner of Public Works.
 " HAMILTON H. KILLALY,
 Assistant Commissioner of Public Works.
 " THOMAS A. BEGLY,
 Secretary of Public Works.
 " CHS. PARENT,
 Notary Public.
 " JOS. PETITCLERC,
 Notary Public.

True Copy,

(Signed,) Jos. PETITCLERC,
 Notary Public.

On the twelfth day of October, in the year of Our Lord one thousand eight hundred and fifty-three, before us the undersigned Notaries Public, duly admitted and sworn in and for that part of the Province of Canada heretofore called Lower Canada, residing in the City of Quebec, personally came and appeared, François Baby, Esquire, Gentleman, residing in the City of Quebec, of the first part; and Her Majesty Queen Victoria, represented herein by the Honorable the Commissioners of Public Works of the Province of Canada, residing in the said City of Quebec, of the second part; which parties, in the presence of us, the said Notaries, have made the following declarations, covenants and agreements; that is to say:—

The said François Baby did, and by these presents doth, promise, engage, bind, and oblige himself, his heirs and assigns, to and in favor of the said Commissioners of Public Works, hereby accepting for and in the name and in behalf of Her said Majesty, Her heirs and successors, to make, execute, and perform, in a substantial and workmanlike manner, all the works required and necessary to make, finish and complete an addition which is to be made to the Pier which is now erecting at the place commonly called La Pointe aux Originaux, below Quebec, on the south shore of the River St. Lawrence, and to provide and furnish all necessary tools, materials, implements, boats, scows, machinery, and labor, for the full completion of the works required for the said addition, and the said François Baby did and doth hereby promise and bind and oblige himself to complete and deliver the said works on or before the first day of July, one thousand eight hundred and fifty-four, to the entire satisfaction of the said Commissioners of Public Works, under the direction of the Engineer or Superintendent employed by them, the said Commissioners.

The present contract is thus made for and under all the conditions, prices, restrictions and reservations mentioned and set forth in certain contracts made between the said François Baby and the said Commissioners of Public Works, for the Piers on the north shore of the River St. Lawrence, to wit, in the Parishes of Les Eboulements and Mal Baie, duly executed and passed at Quebec before A. B. Sirois and his colleague, Notaries, on the nineteenth day of April one thousand eight hundred and fifty-two, with the addition and condition that the

said François Baby shall be entitled to, and the said Commissioners of Public Works shall allow to him, the fair amount in the increase of the price of materials and labor as they now stand, contrasted with those which existed at the time of the above contracts, which said increase shall be ascertained by the said Commissioners of Public Works, save and excepting, however, the timber, iron, and stone, for which materials the said Commissioners of Public Works did and do hereby promise and bind and oblige themselves to pay to the said François Baby the following prices, to wit: Ten pence currency for each and every foot of timber; five pence currency for each and every pound of iron; and one pound two shillings and six pence current money aforesaid for each and every toise of stone to be employed and laid in the addition of the said Pier which is now erecting at the Pointe aux Originaux as aforesaid, and the payment of the price and furnishing of materials required for the said works shall be made to the said François Baby by the said Commissioners of Public Works, acting as aforesaid at the time, and under the conditions mentioned and set forth in the contracts hereinbefore mentioned, of the nineteenth day of April, one thousand eight hundred and fifty-two; but, nevertheless, it shall be lawful for the said Commissioners to withhold from the said François Baby and retain twenty per cent. on the amount of the Estimates until the full and perfect completion of the said works, and the acceptance of the same by the said Commissioners, which drawback of twenty per cent. shall be paid and handed over to the said François Baby with the last instalment as mentioned and under the terms contained in the said contracts of the said nineteenth day of April, to wit: ten days after the Engineer or officer in charge shall have delivered his final estimate of the works performed and materials furnished, with detailed measurements, weights, and his certificate of the work having been fully completed and finished as soon as the said Commissioners shall have accepted and approved of the work, and which twenty per cent., so withheld and retained, shall be the security for the due completion and fulfilment on the part of the said François Baby of the work done and materials furnished for the same, and shall be paid as aforesaid at the completion of the works, it being well understood between the parties that all work, and all such tools, materials, and implements of any kind, are to remain at the risk of the said François Baby, who shall be responsible for the same until the said work shall have been finally and fully completed and approved of as aforesaid by the said Commissioners.

And for the due execution hereof the parties have made election of domiciles to wit: the said François Baby at his actual residence, and the said Commissioners at the Office of the Department of Public Works at Quebec. At which place, &c., For thus, &c.

Thus done, passed and sealed at Quebec aforesaid, in the Office of the Department of Public Works, on the day, month and year first above written under the number seven thousand four hundred and six. And the said parties together with Thomas Begly, Esquire, Secretary of the Department of Public Works, to that effect, also present have to these presents first duly read, set and subscribed their names and signatures, together with us the said Notaries, in faith and testimony of the premises, signed on the original remaining of record in the office of Joseph Petitclerc.

(Signed,

F. BABY,

J. CHABOT,

Chief Commissioner of Public Works.

HAMILTON H. KILLALY,

Assistant Com. of Pub. Works.

THOMAS A. BEGLY,

Secretary of Public Works.

CHARLES PARENT, Notary Public.

JOSEPH PETITCLERC, Notary Public.

True copy,

(Signed,)

JOSEPH PETITCLERC.

TENDERS FOR STEAM TUGS BELOW QUEBEC.

The Honorable the Chief Commissioner of Public Works, Quebec.

MONTREAL, 12th December, 1853.

SIR,—As advertised for by your Department of date 23rd November, I beg to submit the "Princess Royal" as a good and efficient Steamer for the Towage of Vessels between the Ports of Quebec and Bic, which if approved will be placed upon the route immediately upon the opening of the Navigation, then to continue during the season to ply as the trade may require and according to all reasonable rules, that may be set forth by your Department, to receive in consideration the rates set forth in annexed tariff from all vessels requiring Towage or assistance, and an additional sum of fifteen hundred pounds, for each year for three years, from your Department, to be paid at such times as may be customary in such cases. The machinery of the Steamer is in good state of repair, the cylinders (capacity 46 inch 10 ft. stroke) wrought shafts and cranks, and all the part affected by wear, were removed in 1851. The Boiler was likewise replaced by a new one of the most approved description at the same time, and is capable of generating 45 inches of steam. The Hull upon examination will likewise be found perfectly good and approved as seaworthy and suitable for the navigation of the route. Should this tender be favorably considered by your Department, I will be prepared to enter into contract for fulfillment thereof, when required, and to give all the necessary security for the due performance of such contract.

I have the honor to be,
Your obedient servant,

(Signed,) HUGH McLENNAN.

We agree to become security for performance of written tender.

(Signed,) DONALD BETHUNE,
JAMES COTTON.

PROPOSED TARIFF of Rates for Towage between Quebec and Bic.

Breadth of Beam.	Draught of Water.																															
	9		10		11		12		13		14		15		16		17		18		19		20		21		22		23			
Feet.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.		
20.....	3	8	3	10	4	0	4	3	4	6	4	10	5	2	5	7	6	0	6	6	7	0	7	7	8	2	8	10	9	6		
21.....	3	10	4	0	4	2	4	5	4	9	5	1	5	6	5	10	6	5	6	10	7	6	8	1	8	9	9	5	10	0		
22.....	4	0	4	2	4	4	4	4	8	5	0	5	5	9	6	4	6	9	7	5	8	0	8	7	9	3	9	8	10	4	10	10
23.....	4	2	4	4	4	7	4	10	5	4	5	8	6	3	6	8	7	4	8	0	8	7	9	0	9	8	10	2	10	10	11	4
24.....	4	4	4	7	4	9	5	5	5	9	6	3	6	9	7	4	8	0	8	7	9	0	9	8	10	2	10	10	11	4		
25.....	4	7	4	9	5	5	5	8	6	3	6	8	7	3	7	10	8	5	9	0	9	5	10	0	10	4	11	0	11	8		
26.....	5	0	5	5	5	10	6	3	6	8	7	2	7	9	8	4	8	10	9	3	9	10	10	3	10	8	11	3	12	0		
27.....	5	5	5	10	6	3	6	8	7	1	7	6	8	0	8	5	9	0	9	6	10	0	10	6	10	11	11	6	12	0		
28.....	5	10	6	3	6	9	7	0	7	6	8	0	8	0	9	6	10	0	10	6	11	0	10	6	11	0	11	6	12	0		
29.....	6	4	6	10	7	3	7	6	7	11	8	5	8	11	9	5	9	11	10	5	10	11	11	5	11	11	12	5	13	0		
30.....	6	9	7	0	7	3	7	7	8	0	8	6	9	0	9	8	10	3	10	10	11	4	11	10	12	4	13	0	13	8		
31.....	7	0	7	3	7	6	7	10	8	4	8	10	9	6	10	0	10	6	11	1	11	8	12	1	12	9	13	5	14	0		
32.....	7	2	7	4	7	8	8	1	8	7	9	3	9	9	10	4	10	11	11	6	12	0	12	6	13	2	13	7	14	5		
33.....	7	4	7	8	8	1	8	7	9	2	9	8	10	0	10	6	11	4	11	11	12	6	13	0	13	6	14	6	15	9		

The above tariff to apply to towage required by vessels from safe anchorage, or from Dock only. Should contract require steamer to go to assistance of vessels in

distress, £12 10s. to be charged for detention caused thereby, unless time occupied exceed four hours, in such case to be charged at the rate of £45 per 24 hours and to continue at same rate per day for each day the steamer may be engaged in relief of vessels.

(Signed,) HUGH McLENNAN.

MONTREAL, 19th *December*, 1853.

SIR,—With reference to the advertisement of the Board of Works for tenders for the supply of Steamers to tow Ships below Quebec, we have the honor to remark that no Steam Vessels of the description or power asked for exist on this river at present, and none can be built to be ready next spring.

The Alliance, built by us, and sold to Mr. John Wilson, is much less than 250 horse power, and neither she nor any vessel of her build is fitted to go below Quebec at any time, much less during stormy weather in Fall or Spring or amidst Ice.

We are of opinion, founded on long experience, that Steamers intended for towing below Quebec, should be built of Iron and fitted with Screw propellers. They should be regular Sea-going Vessels, with machinery, boilers and fuel below decks, and able to go down to the Gulph if necessary in any weather. The object of having them built of Iron and Propelled by Screw is, that while equally efficient in other respects, they are superior beyond all comparison in Ice, which can neither cut them through nor break their wheel arms as would inevitably be the case with wooden paddle wheel Steamers. Two Iron Screw Vessels, such as those we allude to, could have saved the greater number of the Vessels disabled by the Ice this fall, while wooden ones dared not have shewn themselves in it.

We therefore propose to build for the service required, two Iron Sea-going Screw Steamers, to be ready by the 10th April, 1855, or sooner if possible; each vessel to be 160 to 170 feet long; 30 feet broad, and 16 to 17 feet deep, and each vessel to have two engines with cylinders of 66 inches diameter, and 4 to 5 feet stroke, driving a screw of 10 to 10½ feet diameter, this will give power enough for anything. Vessels of this description will cost nearly £25,000 each, and their annual expenses, not including tear and wear or interest on capital, will be about £6000 each. We do not suppose they will be much employed except in the fall, and we doubt if their whole earning in a year will amount to £2500 each, this would be only 10 per cent on the capital, and would not be sufficient to meet interest and tear and wear alone.

The following is the scale of towage we propose to charge, the upper terminus being Quebec.

Grosse Isle and above.....	1s. 3d.	per ft.	per mile	} Downward tonnage in the same proportion. All fraction of a foot to be charged as a foot and deepest draft to be taken.
Crane Island and below Grosse Isle,	1s. 2d.	“	“	
Pillar light and below Crane Island,	1s. 1d.	“	“	
Point St. Roch and below Pillar...	1s.	“	“	
Kamouraska and below Pt. St. Roch,	11d.	“	“	
Brandy Pots and below Kamouraska,	10d.	“	“	
Below Brandy Pots.....	9d.	“	“	

Wrecked, stranded, or water logged vessels to be according to agreement, and all instances on which detention is experienced, to be paid extra in proportion to the time lost.

In addition to the above charges for work performed, we would expect the Government to allow us £6000, say six thousand pounds a year for each Vessel on a contract of three years. £5500, say five thousand five hundred pounds a

year for each Vessel, if the contract is for five years, or £5000, say five thousand pounds a year for each Vessel, if the contract is for seven years.

The first year's payment to be made in advance as soon as the Vessels are afloat in the harbour of Quebec, and ready for service; and the succeeding payments to be made, half on the first day of May, and the other half on the first day of November in each year.

We would suggest that one Vessel should remain at or near Rivière du Loup (en bas) where there is a Telegraph Station, when not employed, the other should be at Quebec. Vessels to be taken in tow in turn as applied for.

If two more Steamers are wanted, we would require nine months notice to get them ready.

Should this tender be accepted, the length of the duration of the contract to be stated in the acceptance.

(Signed,)

EDMONSTONE, ALLAN & Co.

QUEBEC, 22nd December, 1853.

SIR,—The undersigned proposes to contract for the furnishing the Tug boats for the accommodation of the shipping below Quebec, under any of the following arrangements, should the Department be disposed to do so, viz:

1st. If sufficient time would be given to enable me to build boats, furnished with engines of the required strength, all ready for business, say 1st August next, or sooner if possible.

2nd. If boats complete of the required strength adapted to the business, are to be had in the United States or Great Britain, at a reasonable price, I would undertake to be ready for the spring business.

3rd. If the Department would allow me to avail myself of the most suitable boats I could procure for the performance of the work for the season 1854, I would bind myself to provide such boats as might be required by the Department for the following year.

Under any of the above arrangements, I am prepared to enter into contract for the performance of the work required under the following conditions, viz:

1st. That the Department of Public Works do advance nine-tenths of the amount of money required for the purchase or building of the boats, ten per cent. per annum, on such outlay with interest to be retained in the hands of the Department until the whole is paid.

2nd. That the Department shall pay to the contractor the sum of £7500 bonus for each boat per annum performing the duty under the following tariff:

TOWAGE UPWARDS.

Tonnage.	9	Each additional foot.	Tonnage.	9	Each additional foot.	Tonnage.	9	Each additional foot.
300 a 400	33 6 8	3 6 8	600 a 700	38 6 8	4 11 8	900 a 1000	43 4 0	6 0 0
400 a 500	35 0 0	3 15 0	700 a 800	40 0 0	4 16 0	1000 a 1100	45 0 0	7 0 0
500 a 600	36 13 4	4 3 4	800 a 900	41 12 0	5 4 0	1100 a 1200	47 0 0	7 10 0

1200 tons and upwards for 9 feet, £50, and £8 5s., for additional foot.

Any vessel taking the boat at any intermediate distance between "Bic," and Brandy Pots to pay full towage as if towed from "Bic." If taken in tow any place between Brandy Pots and St. Roch Point to pay two-thirds the full towage. If taken in tow between St. Roch Point and Crane Island, to pay one-half of the full towage. If taken in tow between Crane Island and Quebec to pay one-third of the full towage.

The downward towage to be one-half the upward towage, but any vessel taken in tow above Crane Island to pay for the whole distance.

The season of navigation to be considered closed on the 25th November, any towing after date to be performed as may be agreed upon by the parties interested.

Masters of vessels to furnish tow lines and hawsers.

Not less than nine feet to be charged as draft water.

The greatest draught of water to be taken as measurement.

Should the masters of the boats from any just reason deem it necessary to cast off a vessel or vessels, no deduction to be made in the towage, provided they are retaken by the first opportunity.

All Pilotage to be paid by the Masters or Consignees of vessels taken in tow.

In the event of any vessel grounding when in tow, from the fault of the ships Pilot, the detention to be paid for, also a reasonable rate to be paid for freight taken out, should such service be required. The proprietor will not hold himself liable for any damage that may be done to vessels or their warps either in taking in tow, towing or casting off.

Should the contract be extended to five years, six per cent. to be allowed on both bonus and tariff, and if seven years to 12½ per cent. to be allowed. Should any of the above modes of tender be accepted, I will furnish unexceptionable security.

(Signed,)

WILLIAM QUINN.

To the Hon. J. Chabot,

Commissioner of Public Works.

QUEBEC, 22nd December, 1853.

To the Hon. the Chief Commissioner of Public Works.

SIR,—Agreeable to the terms of the advertisement of your Department, bearing date, Quebec, 22nd November, 1853, and headed, “St. Lawrence Navigation below Quebec, Tug Boats.” As there is at present no steamer floating from the Gulf to Lake Huron fit for such service, I offer to build at Quebec, without delay, under directions and specifications of the officers of the Department, two strong, powerful Tugs of not less than 250 horse power each.

The rates of towage by tonnage to be fixed by the Department and to conform to all regulations from time to time established by said Department.

This service for and in consideration of a bonus of £7,965 a year for those two Tugs, and advances for the building of them to be secured with the annual interest by a mortgage on Tugs and Insurances thereon, also a mortgage on the two other Steamers I will keep for the double service of having a regular line of steamers to all the Government Piers below Quebec on both sides of the St. Lawrence and for supplying the place of the Tugs when required. Besides these Tugs and Steamers will go further down than Bic to aid vessels and relieve wrecks when ordered by the Department, so that there may be an uninterrupted service for towage and for the relieving of wrecks as far as the Gulf. I will also give other securities if required.

Should the Government prefer keeping for itself the profit accruing from the towage of vessels and the salvage on wrecks, in a word, reserve for itself the entire profits of the Tugs, then I would ask a Bonus of £24,960 per annum for the service of these two Tugs.

No difference for 3, 5, or 7 years, but would prefer 7.

3rd and 4th Tugs same conditions as two first.

I have the honor to be, Sir,

Your most obedient humble servant,

(Signed,)

F. BABY.

Quebec, 10th November,

SIR,—As I understand proposals for the establishment of steam tugs to tow up vessels from the Gulf to Quebec, are now under consideration, I would respectfully state to the Honorable Commissioners, that I am of opinion that I could enter into such an arrangement upon as favourable terms as any other party, and that I could do it to the mutual advantage of the Government and myself; being now responsible for the speedy completion of several works of the greatest importance to the trade and commerce of the Province, I mean the several light-houses below Quebec, for the proper service of which one or more sea-worthy steamers would be required to insure their early being finished. I would be willing to give undeniable security to the Government for the advance of money to me, sufficient to cover the cost of the construction of a suitable powerful tug vessel, upon the same terms as those upon which the advance of money is offered to the contractor for the tug vessels between Montreal and Kingston; with such vessel I would undertake to touch regularly at all the piers now in course of completion on both sides of the river below Quebec, and she could be in readiness to relieve or tow up such vessels as would require her assistance. The safety and saving of time which would thus be gained would be of great importance in encouraging the trade by the St. Lawrence, and in the forwarding of freight. I would of course, be willing to build a boat of such description as the Government would direct, would give a mortgage upon her and also good security for the repayment of the advance, within say 10 years, together with annual interest thereon, and insurance on the vessel, and the rates of towage not to exceed such as might be mutually agreed on between the Government and me. Should the general principle of this proposition be agreed to and acted on, I will conform to such conditions and regulations as the Government may fix on, and I would have the boat in readiness for towing on the commencement of the season of navigation, and continue her upon the station for the whole of the season for the bonus of fifteen hundred pounds a year, and I am sure that on consideration this must be looked on as a very moderate offer taking into account all the risks and the important advantages to be effected. Hoping that the Honorable Commissioners will be pleased to give favourable consideration to this offer, and grant me an early answer.

I am,

Sir,

Your most obedient humble servant,

(Signed,)

F. BABY.

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

QUEBEC, 30th December, 1853.

SIR,—I am ready to enter into agreement with Government, for the tugs according to my tender of 22nd instant, conditionally to wit: advance of money to be made if approved of by Parliament.

I have the honor to be,

Sir,

Your most obedient humble servant,

(Signed,

F. BABY.

To the Hon. Chief Commissioner,
of Public Works.

QUEBEC, 17th January, 1854.

Sir,—I am ready to enter into agreement with Government for the Tugs according to my tender of 22nd last, without promise of advance of money, and the following is the scale of towage I propose to charge, Quebec being the Upper Terminus.

Pillar Light and above it.....	1s. 2d.	per foot per mile.
Kamouraska and below Pillar Light.....	1s. 0d.	“ “
Brandy Pots and below Kamouraska.....	0s. 11d.	“ “
Below Brandy Pots	0s. 9d.	“ “

Downward towage in the same proportion.

All fractions of a foot to be charged as a foot and deepest draft to be taken.

Aiding of vessels, relieving of wrecks and detention for the same or salvage according to agreement, if there is such agreement, if not, I am willing to leave the *quantum meruit* and the proper allowance to be fixed by the Department or by arbitrators.

I have the honor to be, Sir,

Your most humble and obedient servant,

(Signed,) F. BABY.

To the Chief Commissioner of Public Works.

HAMILTON, 12th December, 1853.

SIR,—Referring to an advertisement from your Department of the 23rd ultimo, for tenders for towing vessels between Quebec and Bic, I am requested by the owners of the steamer Arabian to say, that in the event of your failing to procure steamers in the manner you propose that they would be willing either to sell or to charter the Arabian to the Government, believing that she is better adapted to that purpose than any other in Upper Canada.

The Arabian is two years old, 180 feet in length, 36½ feet beam, and 12 feet depth of hold. The hull is perhaps the strongest and best fastened of any that has yet been built in Canada, and cost something over five thousand pounds. She is also a *first rate* sea boat. The size of the cylinder is 48 inches with 11 feet stroke. The boilers (two) are each 23 feet 9 inches in length by 9 feet 9 inches across the face and carry with perfect safety 50 pounds of steam to the square inch. The shafts are of wrought iron, 13½ inches in the , and the strap of the beam is also wrought iron and weighs nearly two tons. Both boat and engine was built by the principal proprietor while occupying the Niagara Foundry and Ship Yard, by day wages and without the slightest reference to cost. Her diameter of wheel is 32 feet, and draft of water when light, about 7 feet. In speed she is not surpassed by any boat of her length on these waters. The boat has been kept in a state of first repair, and in both hull and engine will abide the strictest scrutiny.

The original cost was sixteen thousand pounds, and could not now be built for less than twenty. Either on sale or charter the owners would prefer keeping the furniture and taking off the upper saloon, as neither would be required for towing purposes. They would be willing to sell for fifteen thousand pounds or charter for five years at the rate of three thousand pounds per annum. According to the American mode of calculating, the power of the engine is about 340 horse.

Soliciting a reply at earliest convenience,

I have the honor to be, Sir,

Your most obedient servant,

WM. COLCLEUGH.

The Hon. the Chief Commissioner of Public Works, Quebec.

Statement of Work done by François Baby, Esq., on Landing Piers below Quebec.

L'Islet.....	£24,545	19	3
Rimouski	15,821	10	4
Rivière du Loup	31,405	16	4½
Point Aux Origineaux.....	29,883	1	11½
Les Eboulemens.....	14,578	2	9
Berthier.....	7,791	17	1
Malbaie.....	7,106	2	3
	£131,132	10	0

QUEBEC, 2nd January, 1853.

SIR,—In tendering for the Tug Boats I inserted a condition that the Government shall advance a certain amount for the purpose of building or purchasing the boats required, I beg leave now to withdraw that condition, in order that my tender may be in conformity with the Government advertisement.

I have the honor to be,

Sir,

Your most obedient servant,

(Signed,)

WILLIAM QUINN.

To the Honorable Jean Chabot,
Commissioner of Department of Public Works.

On the 4th day of September, in the year of Our Lord, one thousand eight hundred and fifty-four; before us the undersigned Notaries Public, duly admitted and sworn in and for that part of the Province of Canada, heretofore called Lower Canada, residing in the City of Quebec, personally came appeared François Baby, Esquire, gentleman, residing in the City of Quebec, of the first part; and Her Majesty Queen Victoria, represented herein by the Honorable Jean Chabot and the Honorable Hamilton Hartley Killaly, Commissioners of Public Works, for the Province of Canada, residing in the said City of Quebec, of the second part; which said parties in the presence of us the said Notaries, have made the following stipulations, covenants and agreements, that is say:

The said François Baby did and doth hereby promise and engage, and bind and oblige himself, his heirs and assigns, to and in favor of Her said Majesty, Her Heirs and Successors to establish and maintain during the space and term of seven years, which will be computed from the 27th day of February last past, a line of Steam Tug Boats, to run between Quebec and Bic, for the purpose of towing and aiding Vessels coming up or going down the River St. Lawrence, and for the purpose of relieving wrecks when ordered and directed so to do by the Department of Public Works, and for all other purposes which the Commissioners of Public Works may see fit.

And in order to establish and maintain the said line of Steam Tug Boats between Quebec and Bic as aforesaid, the said François Baby did and doth hereby promise and engage, and bind and oblige himself, his heirs and assigns, to build and construct at Quebec, within a reasonable time, at his own costs and expenses, in a good strong and substantial workmanlike manner, two strong powerful Steam Tug Boats of no less than two hundred and fifty horse power each; and he doth hereby promise and bind, and oblige himself to construct, complete and finish the said two Steam Tug Boats, under the direction and superintendence of the proper Officers of the Department of Public Works, and in all

respects agreeably to the specifications which may be prepared to that effect by the Commissioners of Public Works or by the Officers of the said Department, but it is further covenanted and agreed by and between the said parties, that pending the building of the said two new Tug Boats as aforesaid, the line shall be established by the use of the Steamers Admiral and Advance, with the assistance of the Doris when necessary.

And the said François Baby did and doth hereby promise and bind, and oblige himself to find and provide the whole of the materials required and necessary for the building of the said two Steam Tug Boats, and also the whole of the Steam Engines required for the said Boats, and to complete and finish the said two Steam Tug Boats ready for use in every respect to the satisfaction of the said Commissioners of Public Works on or before the 1st day of August, 1855.

And so soon as the said two Tug Boats will be built and constructed, the said François Baby did and doth hereby promise and bind, and oblige himself, his heirs and assigns, to keep and maintain during the time aforesaid a line of Steam Tug Boats which shall run between Quebec and Bic, to aid vessels and relieve wrecks when required by the Department of Public Works, so that there may be an uninterrupted service for towage and the relieving of wrecks during the time aforesaid, and the said François Baby did and doth hereby promise and bind, and oblige himself, his heirs and assigns to obey and follow during the time aforesaid all the orders and directions he may receive from time to time from the Commissioners of Public Works, or from the proper Officers of the said Department of Public Works, and to conform himself to all regulations from time to time established by the said Department.

And the said François Baby did, and doth hereby bind and oblige himself to charge and require for the towage of Vessels, Quebec being the upper terminus, the following prices to wit: one shilling and two pence per foot for each mile from Pillar Light and above the same, one shilling currency per foot for each mile from Kamouraska and below Pillar Light, eleven pence currency per foot for each mile from Brandy Pots and below Kamouraska, and nine pence currency per foot for each mile from below Brandy Pots and upwards, and the same rate of towage in the same proportion downwards from Quebec, all fractions of a foot to be charged as a foot, and the deepest drafts to be taken.

And it is expressly covenanted and agreed by and between the party of the first part, and Her said Majesty, represented as aforesaid, that the said François Baby shall be entitled to be paid for the aiding of vessels, relieving of wrecks and detention for the same, or salvage, according to agreement made between him and the proprietors or masters of the vessels if such agreement is entered into between them, if not, then and in that case the said François Baby is willing, and doth hereby agree to leave the *quantum meruit*, and the proper allowance to be fixed by the Department of Public Works, or by Arbitrators, for the aiding of vessels, relieving of wrecks and detention for the same, or salvage as aforesaid.

The present contract is thus made for and in consideration of a bonus of the sum of seven thousand nine hundred and sixty-five pounds currency for each and every year of the duration of the present contract for the said two Tug-boats, which said sum of money Her said Majesty, represented by the said Commissioner of Public Works, did and doth hereby agree and promise to pay to the said François Baby, or order, as follows, in two equal payments of three thousand nine hundred and eighty-two pounds ten shillings currency, each to be made, the first in the middle of the season, and the second payment at the closing of the navigation of each and every year of the duration of the present contract.

And moreover, the said François Baby did and doth hereby promise and bind and engage himself to keep two other steam boats for the double service of having a line of steamers stopping at all the Government Piers below Quebec, on

22nd September, 1852.

SIR,—I am directed to transmit to you a copy of revised general instructions to the Foreman in charge of the piers, and also to inform you that it is intended to increase the breadth of the pier at Eboulemens, so as to have it of the same width throughout as the outer part of it. This increase to take place on the east side of the pier, on which side also there is to be a ramp similar to that on the west side.

From the copy of general instructions herewith sent, you will see also that the whole of the superstructure is to be of close work, and you will be guided by them as to all the details.

At Malbaie it is proposed to add a cross pier head of 80 feet long by 40 feet wide, well framed on one crib, and to suit the inequality of the bottom and with through cross ties. And the entire of the face of the original portion of the pier to be sheeted with upright sheeting, for all of which detailed instructions, however, will be forwarded to you in a few days.

It is considered desirable that this addition at the head should be sunk and completed this fall ; but prior to commencing it, you will satisfy yourself as to the certainty of your accomplishing it, otherwise it would be more prudent not to attempt it this year, as you are distinctly to understand, that the whole risk of this work, as that of the widening of the pier at Eboulemens rests on the contractor, who is bound therefore, to look to the security of it.

I am, Sir,
Your obedient servant,

T. A. BEGLY,
Secretary.

F. Baby, Esquire,
Quebec.

18th May, 1853.

SIR,—With reference to your letters of the 14th and 16th instant, upon the subject of the completion of the pier upon the south shore of the river St. Lawrence below Quebec, I am directed by the Chief Commissioner to state that a Report to Council having been made by him on the subject, authority has been received to enter into a contract with you for the finishing of those piers, based on the proposals contained in your letter of the 16th instant.

A draft of the contract will be made out without delay, but in the meantime, as it is most important that not a day should be lost in making arrangements for the immediate resumption of the work, you are at liberty pending the preparation of the contract, to proceed with the preparation of materials, and to take such steps as will promote the speedy progress of the work.

The officer of the Department has received instructions to measure and mark off very carefully the work done up to the present time, in order to keep it distinct from that which you are now about to do, as well as to make a settlement with the former contractors.

I am, Sir,
Your obedient servant,

T. A. BEGLY,
Secretary.

F. Baby, Esquire,
Quebec.

6th June, 1853.

SIR,—I am directed to inform you that the Commissioners accept your proposal to perform the additional work to the pier at Malbaïé, upon the terms contained in your letter of the 6th April.

I am, Sir,
Your obedient servant,

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

F. Baby, Esquire,
Quebec.

26th August, 1853.

SIR,—I am directed to inform you that authority has been obtained for making an addition of four hundred feet in length to the landing pier at Rivière du Loup, for which you are contractor, and for further information on the subject, I have to refer you to Mr. P. Gauvreau, from whom you will obtain all instructions necessary for carrying the proposed work into effect.

I am, Sir,
Your obedient servant,

T. A. BEGLY,
Secretary.

F. Baby, Esquire,
Quebec.

QUEBEC, 14th May, 1853.

SIR,—I have just learned that Messrs. Rigney and Smith have abandoned the work of the Piers on the South side of the St. Lawrence; now Sir, I trust that the manner in which I have carried on similar works on the North side under my Contract, and the perfect satisfaction which is expressed by all employed under me as to the liberality and regularity with which they are paid in connection with favorable reports of all the Boards Officers who have inspected my work are satisfactory to the Honorable Commissioners, and I would respectfully state that I think on that account as well as the fact of my original tender having been the second lowest, and but a very few pounds over that of Messrs. Rigney and Smith, I am entitled to be entrusted with the completion of those works, which if the Honorable Commissioners please to decide on, I will put a strong force at each of those Piers so as to have them completed in the shortest possible time to the full-satisfaction of the Commissioners. They are aware that a rise has taken place in the prices of iron and labor, but I am willing to leave the settlement of the prices to the decision of the Officers of the Department. If the works are given to me I will not let pass one single day without beginning operations.

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

(Signed,) F. BABY.

Thomas A. Begly, Esq.,
Secretary of the Department of Public Works.

QUEBEC, 16th May, 1853.

GENTLEMEN,—In reference to my proposition of the 14th May instant, I have to make the following addition, that is to say: I will complete this season the Piers of Rivière du Loup, L'Islet, and Berthier, and next year the Pier of Pointe L'Original, at the prices set forth in my original tender for the works of the north side, with the addition of such extra allowance as the Commissioners may ascertain that I am justified in proportion to the present prices of materials and labour over those of the date of my tender.

I have the honor to be,
Gentlemen,
Your most obedient humble servant,

(Signed,) F. BABY.

To the Honorable Commissioners of Public Works.

QUEBEC, 6th April, 1853.

SIR,—In reference to the value of the work for the addition to be made to the Pier at Malbaie, I have the honor to state that I will perform the work in said addition at the following rates: For timber, 10d. a foot; iron 4d. lb., and 20s. a toise.

I am satisfied that you will consider these rates very reasonable, and that the small increase over those for the works in the original contract will be more than justified by the following facts:—

- 1st. Timber is much higher now than when I took the contract.
- 2nd. The season for making it is nearly over, and I will be obliged to buy it in the market.
- 3rd. Wages have increased enormously. I will have to pay 50 per cent. more to all my mechanics and labourers.
- 4th. The alterations in the specifications make the workmanship much more expensive.
- 5th. The cribs to be now built being all made, the timber has to be got out in much larger lengths, and will be of course more costly.
- 6th. The whole of the work to be done will be in deep water and strong current.
- 7th. Iron is nearly double in price.

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

(Signed,) F. BABY.

Hon. H. H. Killaly,
Assistant Commissioner Public Works, Quebec.

QUEBEC, 22nd August 1853.

SIR,—I have just learned that Mr. Macaire Lepage and Eusèbe Lepage have abandoned the work of the Pier of Rimouski; now Sir, I trust that the manner I have carried on similar works on the North and South sides of the St. Lawrence under my contracts and the perfect satisfaction which is expressed by all employed under me as to the liberality and regularity with which they are paid, taking in consideration with the favorable reports of all the Boards of Officers

who have inspected my works are satisfactory to the Honorable Commissioners and I would respectfully state that I think on that account as well as the fact of my original tender for that Pier having been the second lowest to Mr. Macaire Lepage and Eusèbe Lepage, I am entitled to be entrusted with the completion of that work which if the Honorable Commissioners please to decide on I will put a strong force so as to complete as much of it as possible this season, to the full satisfaction of the Commissioners, and to those so much interested in that portion of the Province to have that work carried on with as much promptitude as possible ; if the work is given to me I will not leave pass one single day without beginning operations.

I have the honor,

to be Sir,

Your most obedient and humble Servant,

(Signed,)

F. BABY.

Thomas A. Begly, Esquire,

Secretary of the Department of Public Works.

Quebec, 6th October, 1853.

SIR,—I am willing to state a final price for which I will bind myself to execute all the works of the additions of the Piers of Point L'Original and L'Islet to the full satisfaction of the Department, and to await for payment the appropriation therefor to be made by the Legislature, the fixed price to be governed by the same rates at which I am now executing the work, and by the cubic quantities to be ascertained by the officer of the Department, which being ascertained and calculated at the rates as above will give the bulk sum at which I will do the works, for in this way the bulk sum can be easily made out to a close fraction, and should there be an excess of quantity afterwards found to be I can be allowed for it at the same rates. I merely state the above as a means that the officer of the Department may ascertain the amount in an hour.

I have the honor to be,

Sir,

Your most obedient humble servant,

F. BABY.

To the Honorable Jean Chabot,

Commissioner of Public Works.

Quebec, 10th October, 1853.

SIR,—I understand approximate measurements have been made for the Commissioners of the amount of Work contained in the proposed extensions of the Piers at L'Islet and Point L'Original, by which the probable cost thereof can be known. I now beg leave to state that I am now prepared to proceed with these works at once to the full satisfaction of the Department, and at the prices for which I am executing the work at Rivière du Loup, namely: timber, 10d. a foot; iron, 5d. per lb.; stone, 22s. 6d. a toise.

I have the honor to be,

Sir,

Your obedient humble servant,

(Signed,)

F. BABY.

To the Chief Commissioner of Public Works.

SUPPLEMENTARY RETURN

To an Address from the Legislative Assembly of the 26th ult., for copies of Documents connected with Light Houses below Quebec.

By Command,

GEO. ET. CARTIER,
Secretary.

SECRETARY'S OFFICE,
Quebec, 29th March, 1855. }

Extract from a Report of a Committee of the Honorable the Executive Council, on Matters of State, dated 31st October, 1853, approved by His Excellency the Administrator of the Government, in Council, on the same day.

On the Report of the Commissioners of Public Works, dated this day, conveying information of their having caused to be performed plans of specification of the several Light Houses to be constructed in the Gulf of St. Lawrence, for which money has been voted by the Legislature; and stating that these works requiring particular workmanship and skillfulness, it is not expedient to give the contract at public competition, the danger of such course having already and frequently been made too evident by experience in their own Department, by causing injurious delays in the public service and increased expenditure; they therefore request authority to enter into contract for the erection of these Light Houses by private agreement, reserving to themselves an absolute control over the works.

The Committee recommend that the requested authority be granted.

Certified,

(Signed) WM. H. LEE,
Act. Clerk, Ex. C.

To the Honorable the Commissioners of Public Works.

On the seventeenth day of October, in the year of our Lord one thousand eight hundred and fifty-three, before us the undersigned Notaries Public, duly admitted and sworn in and for that part of the Province of Canada, heretofore called Lower Canada, residing in the City of Quebec, personally came and appeared François Baby, Esquire, Gentleman, residing in the City of Quebec, of the first part; and Her Majesty Queen Victoria, represented herein by the Honorable Jean Chabot and Hamilton Hartley Killaly, the Commissioners of Public Works of the Province of Canada, and of the City of Quebec, of the second part; Which said parties in the presence of us the said Notaries, have made the following covenants and agreements, that is to say:—

The said François Baby did and by these presents doth promise, engage, bind and oblige himself, his heirs and assigns to and in favor of the Commis-

missioners of Public Works hereby accepting the said Commissioners of Public Works for and in the name and in behalf of Her said Majesty, Her heirs and successors to do, execute and perform in a good, strong, substantial and workmanlike manner, the whole of the masons', carpenters' and joiners' works, and other works required and necessary for the building of two Light Houses, whereof one is to be built on the Island of Anticosti, and the other at the place called Cap Rosier, in the lower part of the River St. Lawrence, the said François Baby hereof binding himself to execute and perform the whole of the said works to the satisfaction and under the direction of the said Commissioners of Public Works, or of the Officer appointed by them to direct and survey the said works, and to do the said two Light Houses and to build the same on the principle generally of the plan which remains deposited in the office of the Department of Public Works, but the said Commissioners will and shall have the full power and authority to make during the progress of the work any alterations or additions they, the said Commissioners, may see fit.

And further the said François Baby doth hereby promise, and bind and oblige himself to find and provide all the necessary tools, materials, implements, boats, scows, machinery and labor, and other things generally whatsoever required, and necessary for the full completion of the works required for the building of the said two Light Houses, which materials shall be of the first class of material, and of the best description and quality.

And the said François Baby did and doth hereby promise and bind and oblige himself to finish, complete and deliver the whole of the said works on or before the first day of September one thousand eight hundred and fifty-four to the entire satisfaction of the said Commissioners of Public Works, under the direction of the Engineer or Superintendent employed by them, the said François Baby hereby binding himself to proceed immediately with the preparation of the materials required for the said works.

The present contract is thus made for and in consideration of the following prices to wit; eight pounds ten shillings currency for each thousand of fire bricks to be employed in the said buildings, two pounds ten shillings currency for laying the said fire brick in the best mortar, two pounds ten shillings currency for each thousand of common bricks to be employed including the laying of the same, two pounds currency for each and every toise of the best rubble mason work, three shillings and sixpence currency for each and every superficial foot of neatly dressed cut stones such as window sills, lintels, &c., five shillings and sixpence currency for each and every yard of excavation in the rock, fifteen pence currency for each and every yard of excavation in the clay for the foundations of the said light houses, and seven pence and a half-penny for each and every pound of iron employed in the said buildings with the addition and condition that the said François Baby shall be entitled to, and the said Honorable Commissioners acting as aforesaid doth hereby promise and bind and oblige themselves to allow to him thirty-three and a half per cent. over and above the prices hereinabove mentioned in consideration of the difficulty of supplying the said works in their respective localities and the prices and rates of any other part or portion of the said works not herein stated shall be fixed by the officer of the Department of Public Works and the payments of the said works are to be made as the work progresses from time to time upon the return or certificate of the officer of the said Department, but nevertheless it shall be lawful to the said Commissioners of Public Works to withhold from the said François Baby and to retain ten per cent. out of the amount of each estimate or retain until the full and perfect completion of the said works and the acceptance of the same by the said Commissioners, which drawback of ten per cent. shall be paid and handed over to the said François Baby with the last instalment to be made unto him upon the said works on the return of the Officer of the said Department and so soon as the said

Officer shall have delivered his final estimate of the work performed and materials furnished with detailed measurements, weights and his certificate of the work having been fully completed and finished so soon as the said Commissioners shall have accepted and approved of the work.

And the said François Baby doth hereby bind and oblige himself to build each of the said Light Houses at such spots as will be pointed to him by the Assistant Commissioner of Public Works, or of such person to be appointed to that effect, and all work and materials are to remain at the risk of the Contractor.

And for the due execution hereof, the parties have made election of domiciles, to wit; the said Contractor at his actual residence, and the said Honorable Commissioners at the office of the Department of Public Works at Quebec, at which places, &c., for thus, &c. Thus done, passed and sealed at Quebec aforesaid, in the office of the Department of Public Works, on the day, month and year first above written, under the number seven thousand four hundred and fifteen. And the said parties, and Thomas A. Begly, Esquire, Secretary of the Department of Public Works to that effect also present, have to these presents first duly read, set and subscribed their names and signatures together with us the said Notaries in faith and testimony of the premises signed on the original remaining of record in the office of Joseph Petitclerc, one of the said Notaries.

(Signed,)

F. BABY,

“

J. CHABOT,

Chief Commissioner Public Works.

“

H. H. KILLALY,

Assist. Commissioner Public Works.

“

THOMAS A. BEGLY,

Secretary Public Works.

“

J. PETITCLERC, N. P.

“

CHAS. PARENT, N. P.

True copy, one marginal note approved is good.

J. H. PETITCLERC.

On the tenth day of November, in the year of our Lord, one thousand eight hundred and fifty-three; before us, the undersigned Notaries Public, residing in the City of Quebec, personally came, appeared François Baby, Esquire, gentleman, residing in the City of Quebec, of the first part; and Her Majesty Queen Victoria, represented herein by the Honorable Jean Chabot and Hamilton Hartly Killaly, the Commissioners of Public Works, for the Province of Canada, residing in the said City of Quebec, of the second part; which parties, in the presence of us, the said Notaries have made the following covenants and agreements, that is to say:

The said François Baby did, and doth hereby promise, engage and bind and oblige himself, his heirs and assigns to and in favor of the said Commissioners of Public Works, hereby accepting for and in the name and in behalf of Her said Majesty, Her heirs and successors, to do, execute and perform in a good, strong, substantial and workmanlike manner, the whole of the masons, carpenters' and joiners' works and other works required and necessary for the building and erection of two light houses which are to be built in the Straits of Belle-Isle, or the vicinity thereof; the said François Baby hereby binding himself to execute and perform the whole of the said works at the satisfaction and under the directions of the said Commissioners of Public Works or of the Officer appointed by them to direct and survey the said works, and build the two said light houses

on the principle generally of the plan which remains deposited in the Office of the Department of Public Works, but the said Commissioners will and shall have the full power and authority to make any alterations or additions they may see fit.

And further, the said François Baby doth hereby promise, and bind and oblige himself to find and provide all the necessary tools, materials, implements, boats, screws, machinery and labor, and all other things generally whatsoever required and necessary for the full completion of the works required for the building of the said two light houses, which materials shall be of the best class of materials and of the best quality and description. And the said François Baby did and doth hereby promise and bind, and oblige himself to finish, complete and deliver the whole of the said works, on or before the first day of August, one thousand eight hundred and fifty-four, to the entire and full satisfaction of the said Commissioners of Public Works, under the direction of the Engineer or Superintendent employed by them, the said François Baby hereby binding himself to proceed immediately with the preparation of the materials required for the said works.

The present contract is thus made for and in consideration of the following prices, to wit: eight pounds ten shillings currency for each and every thousand of fire bricks to be employed in the buildings, two pounds ten shillings currency for laying each thousand of fire bricks in the best mortar, two pounds ten shillings currency for each thousand of common bricks to be employed in the said buildings, including the laying of the same, two pounds currency for each and every toise of the best rubble mason work, three shillings and sixpence currency for each and every superficial foot of neatly dressed cut stones, such as window sills, lintels, &c., five shillings and six pence currency for each and every yard of excavation in the rock, fifteen pence, currency, for each and every yard of excavation in the clay for the foundation of the said two light houses, and seven pence and a half-penny currency for each and every pound of iron to be employed in the said buildings, with the addition and condition that the said François Baby shall be entitled to, and the said Commissioners of Public Works do hereby promise and bind and oblige themselves and their successors in office, to allow to him the said François Baby thirty-three and a half per cent. over and above the prices hereinabove mentioned, in consideration of the difficulty of supplying the said works in their respective localities, and the prices and rates of any other part or portion of the said works not herein stated, shall be fixed by the officer of the Department of Public Works, and the payment of the said works are to be made as the work progresses, from time to time, upon the return or certificate of the officer of the said Department, but nevertheless it shall be lawful to the said Commissioners of Public Works to withhold from the said François Baby and to retain ten per cent. out of the amount of each estimation or return, until the full and perfect completion of the said works and the acceptance of the same by the said Commissioners, which drawback of ten per cent. shall be paid and handed over to the said François Baby with the last instalments to be made unto him upon the said works on the return of the officer of the said Department, and so soon as the said officer shall have delivered his final estimate of the works performed and materials furnished, with detailed measurements, weights, and his certificate of the work having been fully completed and finished so soon as the said Commissioners shall have accepted and approved of the work.

And the said François Baby doth hereby bind and oblige himself to build each of the said Light Houses at such spots as will be pointed out to him by the Assistant Commissioner of Public Works, or of such person to be appointed by them to that effect, and all work and materials are to remain at the risk of the said contractor.

And for the due execution hereof the parties have made election of domiciles, to wit: the contractor at his actual residence and the said Commissioners at the office of the Department of Public Works at Quebec, at which place, &c., for thus, &c.

Thus done, passed and sealed at Quebec, in the Office of the Department of Public Works, on the day, month and year first above written under the number seven thousand four hundred and sixty, and the said parties and Thos. A. Begly, Esquire, Secretary of the Department of Public Works, also present, have signed together with us the said Notaries after the reading of these presents.

Signed on the original remaining of record in the office of Joseph Petitclerc, one of the undersigned Notaries.

J. CHABOT,
Chief Commissioner Public Works.

HAMILTON H. KILLALY,
Asst. Commissioner Public Works.

THOMAS A. BEGLY,
Secretary Public Works.

F. BABY,
CHAS. PARENT, N. P.
J. PETITCLERC, N. P.

True copy, one marginal note approved is good.

JOS. PETITCLERC.

Specification.

For the construction of a *Light House and Keepers House on Cape Rosier, Gulf of St. Lawrence.*

The Light House will be located near the east point of the Cape at about 50 feet back from the edge of the cliff with the main entrance on the south, or side next the Bay. The Keeper's Houses to be connected with the Tower and placed on the side next the main land fronting towards the west.

The Tower to be 95 feet in height above, and sunk 8 feet below the ground line, the inner face of the wall to be carried up vertical, the outside to have an uniform batter from the base course upwards—the inside diameter to be 11 feet, the outside at the base 25½ feet, and at the top 17 feet, exclusive of a projection of 1 foot 9 inches formed by the coping and the two courses immediately under it. The walls to be 7 feet 4½ inches thick in the basement story, 7 feet 3 inches at the ground line, and 3 feet at the floor of the upper story.

The Tower to be divided into nine stories, inclusive of the basement and Light-room; in each intermediate story will be a window placed alternately on opposite sides of the building.

Foundation.

The foundation of the Tower to be excavated to the depth of 8 feet below the ground line or to a greater depth if necessary to obtain a firm uniform bed for the masonry. The cellar under the dwelling houses to be seven feet in depth, other portions of the foundation to be sunk to the rock only or to such a depth as will afford a fair and equal bearing to the walls. The materials excavated to be disposed of in the vicinity as directed by the person in immediate charge of the works.

Masonry of Tower.

The walls to be of the respective dimensions and form represented on the plan and sections—the inside face and interior to consist of the best description of Rubble Masonry, the outside from the base course upwards to be faced with fire brick, one brick, (or 9 inches) in depth with headers at proper intervals extending inwards—the wall throughout will be laid in cement mortar.

All the stones used in the work to be of grey or blue Lime stone of a sound and compact texture, free from seams or other defects of a nature likely to resist humidity and not liable to be crushed by pressure.

Basement of Tower.

After the foundation shall have been properly levelled off so as to present a fair bed for the masonry, a course of large flat stones, at least 7 inches in height, and 6 feet area of bed, shall be laid in full mortar throughout the entire thickness of the wall. The courses above to be at least 6 inches high, and generally of an area not less than 3 feet, with proper out-bond and in-bond stones on both sides, and through the centre of the wall, placed not more than 8 feet apart, in each course, all the stones must be laid so as to rest fairly on their beds and form a bond of at least 6 inches with the course underneath.

The entrance to the basement or cellar to be through a circular opening left in the floor, the latter consisting of a flat brick arch 12 inches deep at the springing line, abutting on the side walls and connected with a stone newal or ring of 9 inches thick and from 12 to 15 inches wide, radiated horizontally to the opening, and vertically to the arch.

Rubble work of Tower.

To consist generally of good sized, flat, well-shaped stones, not less than 5 inches in thickness, laid on their natural and broadest beds in full mortar, properly bonded over and with each other throughout the wall, and to have their inner faces hammered or scabbled off to a line corresponding to the position they are to occupy in the work, one-third of the arch of each course to be laid as headers, that is to say: To have their greatest length extending into the wall, the depth of these headers for the first 30 feet in height of the Tower to be at least $3\frac{1}{2}$ feet, for the next 30 feet in height to be not less than 3 feet in depth, thence upwards they may be from 2 feet 9 inches to 2 feet in depth midway between the headers of the inner face, must be others of a like length extending inwards from the exterior brick facing, especially in the lower 50 feet of the building.

Dwelling Houses

Will be built in the form and dimensions shown on the plan, viz.: 50 by 24 feet 4 inches, and 18 by 20 feet, with side walls $12\frac{1}{2}$ feet high, arranged for the accommodation of one Keeper with a family, and an Assistant, each to have a separate outside door, and another on the inside connecting with a passage that leads to the Tower, with a cellar for provisions forward, under and between the respective houses. In the attic will be rooms lighted by windows placed on the end of the building. An oil cellar, with an entrance on the west side, will be formed between the Tower and the main portion of the dwelling houses.

The cellars to be $6\frac{1}{2}$ feet high in the clear; walls 2 feet 3 inches thick, unless that portion under the body of the house where the walls will only be eighteen inches thick.

The principal story will be $9\frac{1}{2}$ feet high, the attic $6\frac{1}{2}$ feet, and the exterior walls 2 feet in thickness, inclusive of an outer facing of fire-brick, one half brick in depth.

All the walls (except the portions otherwise described) are to be carried up of sound well-laid rubble masonry properly bedded and bonded throughout the entire thickness with good outbond and inbond corners at the inside angles of the doors and windows, at the chimnies and angles of the building, care being taken in all cases to form a good connection with the exterior brick facing. Bond timbers 3 inches by $1\frac{1}{2}$ inches are to be laid in the inner face of the wall at every $2\frac{1}{2}$ feet in height, to which the lathing battens are to be secured.

Chimnies and Fire-places.

Chimnies are to be carried up in the ends of the building, with proper flues lined with brick and neatly purgetted as the work proceeds. The jambs, lintels, and hearths of the kitchen fire places may consist either of cut stone or of brick, if the latter, it will be necessary to strengthen the arch of each by a bar of 3 inch by $\frac{1}{2}$ inch iron. In either case the fire-places will be furnished with plain moulded chimney pieces, and have suitable cranes put up. Stove pipe stones must be provided for the other rooms.

The Chimney tops to be built of brick projecting slightly on both sides immediately over the rake of the gable, and the coping formed of a thorough stone at least five inches thick, sufficiently large to project $3\frac{1}{2}$ inches on each side, through which the vents are to be cut.

Skew stones 12 inches wide and at least 5 inches thick, checked 2 inches deep on the inside, are to be laid on the outer side of each gable, the foot of the skew to be set into a corner stone built into the wall at the easings.

Cut and dressed stone work.

The plinth course, sills of windows and doors, the newal or ring in the basement floor of the Tower, the outside steps of the doors, the skews on the gables and coping on chimney, stalks of the dwelling houses, the coping of the tower and projecting courses under it, the wall, stairs, and floor of the light room are to be of cut stone, dressed neatly throughout. All that portion connected with the top of the tower to be dressed so as to form joints not exceeding $\frac{3}{16}$ ths of an inch, and to be laid and jointed in putty for about one inch back from the face.

Plinth Course.

To extend around the entire building and stand $1\frac{1}{2}$ inches beyond the line of wall above, it may be from 12 to 18 inches in height, if the former, it must be in one course, but if the latter, the height may be made up of two courses, all that portion around the tower to be from 14 to 20 inches width of bed, with headers extending into the wall, that of the dwelling houses to be from 7 to 9 inches width of bed.

Air ventilators to the cellars are to be formed through the plinth course and walls as represented on plans.

Window Sills.

In the Tower the sills are to be 2 feet long, 15 inches wide, dressed, weathered, and laid, so as to show a margin of 6 inches projecting one inch beyond the line of wall.

For the dwelling houses they will be 3 feet 8 inches long, 12 inches wide and $4\frac{1}{2}$ inches thick, dressed, laid, and project as described for the others.

Door Steps and Sills.

To be 3 feet 8 inches long, 12 inches wide and 6 inches deep, or of such other height as will correspond with the plinth course.

Coping of Tower, &c.

The coping and the two projecting courses under it are each to be from 14 to 15 inches in height, altogether forming a projection of 1 foot 9 inches and laid in the manner shewn in the plans and sections. The coping to be 4 feet 9 inches depth of bed, and the joints truly radiated to the curve, the top bed to be weathered, or, have an inclination outwards of one and a half inches; the stones to

be secured to each other with dowels and clamps, and, where necessary, bolted to the courses underneath.

The wall forming the immediate base of the lantern to be 18 inches thick carried up to the height of 7 feet 2 inches above the floor of the light room; it will consist of stones the entire thickness, dressed neatly on both sides and well bonded throughout with stop waters embedded between both the horizontal and vertical joints of each course for which checks must be cut in the beds and joints of the stones. A doorway to afford access to the outside of the lantern will be made through the wall and a winding stairway $2\frac{1}{2}$ feet in width of cut stone formed in the interior of the light room, the floor of which will consist of a flat bond arch of cut stone, connected together by a centre key stone dovetailed into the sides. Working drawings and details of the whole of the upper story of the tower will be furnished on ascertaining fully the class and dimensions of the stone that the quarries in the vicinity of the work can supply.

Door and Window Openings.

The doorway leading from the keeper's house to the Tower, to be 3 feet wide and $6\frac{1}{2}$ feet high, arched with stone, and to have good outbond and inbond corners on both sides, checked for the reception of double doors and their fixtures. The outer door of the Tower to be 7 feet high and 3 feet wide, arched on the outside with brick and inside with stone; the sides or ingoes will be formed by the outer brick facing, arranged so that the inside check for the door frame will be plumb, leaving the side 6 inches deep at the top, increasing in width downwards to the batter on the outer face of the wall. The window openings in the Tower to be arched inside with stone, and the side flare at the angle shewn on the plan. The door and window openings of the dwelling houses to have good inside safe lintels of at least one inch in depth for every foot of opening, and with a wall hold of not less than 12 inches on each side. Inside checks to be formed over and on each side of all the doors and windows for the respective frames.

Brick Work.

All the brick used in the exterior of the work to be of the best quality of *English Fire Brick* laid throughout in horizontal courses, except arches in English bond well flushed up at every course with mortar, mixed in the manner hereinafter described, and all the face joints neatly struck and pointed. The brick facings of the Tower as before stated is to be one brick, (or 9 inches) in depth, with headers extending into the wall at every fourth or fifth course, the outer facings of the dwelling houses to be one-half brick in depth with headers extending into the wall at every third or fourth course, care being taken in all cases to form proper bond at the windows, doors, chimnies, and angles of the respective buildings.

Order of Building.

The walls must be carried up as uniformly as possible, and the stones prepared to fit and fill their places before they are brought on the wall.

The brick facing and interior work must, in all cases, progress simultaneously, and all the vertical joints of one course, whether of brick or stone, must be properly filled with mortar before another course is commenced, and every precaution adopted to keep the walls free from clay, mud, chips, or other improper materials while the work is in progress.

Mortar.

The whole masonry and brickwork of the respective buildings must be laid in the best Thorold or Onondago cement, mixed with fresh water and clean sharp pit, or fresh water sand, in the proportion of two of sand to one of cement. The

cement must be fresh from the manufactory transported to the place in tight casks, and during the progress of the work protected from the influence of the weather in suitable buildings provided by the Contractor.

If pit or fresh water sand cannot be obtained within a reasonable distance of the work, sea sand may be used, provided it has been exposed for a considerable length of time to the action of the air and well washed in fresh water. In all such cases the sand must at once be hauled beyond the reach of the sea, be frequently turned over, and before being used it must be mixed in a large box with fresh water and well stirred up at least once every hour, for three hours, when the water is to be drawn off and a new supply of fresh water added; this process to be continued for not less than three times before the sand is made into mortar.

Sea water is under no circumstances to be used in the work.

Should the Commissioners of Public Works, at any time during the progress of the work, consider it proper mortar for the walls of the keeper's houses, basement story and for two-thirds in depth of the interior walls of the Tower may be made of equal proportions of cement and well slacked quick lime mixed with sand as before described.

CARPENTER AND JOINER'S WORK FOR DWELLING HOUSES.

Joists and Flooring.

The sleeper-joists to be of sound white cedar, 11 by 4 if sawn, and 10 thick at the small end if heven; laid not more than 18 inches apart, and supported in the centre by a running beam of like dimensions, underpinned with dry work where required.

The ceiling joists to be pine, 12 x 3, placed 18 inches apart, trimmer joists to be fitted around the kitchen hearths, cellar and stair openings.

Flooring.

Throughout to be 1½ inches thick, seasoned and well dressed boards, not to exceed 7 inches in width grooved and feathered, close laid and nailed to the joists off the feather edge with good flooring sprigs, twenty pounds to the thousand.

Partitions.

To consist of 4 x 4, pine scantling studs, placed 12 inches apart and let in to top and bottom sills grooved for their reception; in the assistant keeper's room an opening in the partition is to be boxed to receive a stove.

Battens and Lathings.

All the external walls, cellars excepted, to be battened with straps placed from 10 to 12 inches apart and the ceilings furred for lathing, which with the partitions on both sides are to be covered with evenly split or sawn lath not less than one quarter of an inch thick, of a length to extend over two or more joists or battens and to join at every foot in width on alternate joists or battens.

Finishing.

The inner angles of the window and outside door openings to be finished with an inch bead secured to the bond timbers.

The kitchen to be wainscotted with three-quarters of an inch dressed pine boards, three feet six inches high, finished on the top with a three quarter inch bead. In other rooms, passages, &c., a nine inch deep beaded pine skirting is to run all round the walls, partitions and passages.

Doors.

The outside doors 7 x 3, to be four pannelled, framed with styles 2 inches thick, panels $1\frac{1}{4}$ inches thick flush on the outside with bead joints, hung with strong $4\frac{1}{2}$ inches iron butt hinges, each furnished with a good wooden stock-lock and Smith's made lifting latch, the door frames, stops, and facings to be of pine, the sills of oak.

The outside door of the tower to be framed, battened, hung and fitted up as above described.

There will be six inside four pannelled doors, $6\frac{1}{2}$ by 3 feet wide and 2 inches thick, hung with 4 inch iron butt hinges, furnished with strong latchlocks, suitable frames and stops, and finished on both sides with neat beaded architraves 6 inches wide.

In each of the angles between the sides of the tower and dwelling houses with a closet, fitted up with shelves, door frame, stops, plain beaded architraves and pannelled doors, made and hung as the others and provided with suitable locks.

The door of the Tower, next the keeper's apartments, is to be in two leaves, each with styles 2 inches thick pannelled, checked and hung to open outwards with $3\frac{1}{2}$ inches, butt hinges, a lifting bolt and latch to be put on, and the frame rebuted and secured in checks formed in the wall.

The inside door to be iron, details of which will be furnished.

Cellar Door and Traps.

An outside $1\frac{1}{2}$ inch battened door, with frame $5\frac{1}{2}$ feet by 4 feet 3 inches thick, provided with strong straps, iron hinges, wooden stock lock, &c., a double folding outside cover and frame (opening 5 x 4 feet) furnished with strong strap iron hinges, padlock, ring, handle, &c., suitable stone or cedar steps must also be provided and laid. And an inside trap to oil cellar, 4 x 2, 10, furnished with good strap hinges and ring handle, and a trap to each keeper's cellar similarly equipped. The folding trap in the basement of the Tower to be iron.

Step-Ladders.

To be furnished, one for the oil cellar, one for each keeper's cellar plain, and one dressed for the assistant keeper's attic. A flight of plain dressed stairs built 3 feet wide on pine carriages to ascend to the keeper's attic, under which will be the descent to the cellar as shewn on plan.

In the keeper's kitchen will be a plain wooden sink lined with sheet lead, from which must be a conduit to carry off the water through the wall, a two inch pine window shelf to be fitted into the inside of such of the window recesses as may be required.

Attic.

The under side of the rafters and tie beams to be close lined with dressed, grooved, and feathered inch boards, and the attic divided by a cross partition of $1\frac{1}{2}$ inch pine boards, dressed, grooved and feathered, placed vertically and well secured at top and bottom.

Windows.

To be french casements adapted to 7 x 9 glass, each sash hung with two 3 inch butt hinges, and each window furnished with smith-made iron knobs and lifting bolts, double windows to be provided, and arrangements made to secure them when in use. The lights over the doors of the dwelling houses to be 7 x 9 glass.

The windows in the tower to be also adapted to 7 x 9 glass, and hung with 3-inch butt hinges with wrought iron catch and knob.

Roofing.

The pitch of the roof to be one-third the width of the building, and the rafters 7½ inches deep at the lower end, 6 inches at the upper end, and 3½ inches thick, placed 18 inches apart, secured at 3½ feet below the ridge with tie beams of 6½ by 2½ inches scantling, and well spiked to a plate 8 x 4, built in the wall. The whole to be covered with thoroughly seasoned 1½ pine boards either grooved and tongued, or half checked, laid close and nailed to the rafters, suitable ridge poles well secured to be put on and eave troughs supported by iron brackets placed along both front and rear of the building with pipes to carry off the water.

The outer covering to consist of good English or best Canadian slate of such sizes as may afterwards be agreed on, well dressed and securely fastened to the boarding with copper or zinc nails, every part to be properly bonded especially at the eaves and heading courses, and to have 3½ inches cover at the eaves diminishing gradually to two and a half at the ridge. Raggles to be cut in the chimnies and walls of the tower into which the edge of the slate are to be bedded and a connection formed by good cement mortar, and further secured with sheet lead flashings where necessary.

Plaster Work.

The whole of the walls, ceilings, partitions, &c., of the dwelling houses to be finished with three coat plaster, and the walls of the tower with two coat plaster, of good well slacked lime properly prepared with long fresh hair, fresh water, and fine pit or fresh water sand.

Floors of Tower.

The second floor of the tower to be fire-proof formed by rolled iron girders 5 inches deep and three eighths of an inch thick with a top and bottom flange each 2 inches wide and three eighths of an inch thick, the girders to be placed 2 feet 4 inches apart and built into the wall. Interties of five eighths of an inch square iron to be put in 2 feet apart between the girders, these ties to be bent so as to rest on the lower flange and clip the upper edge of the girders. Pontons of ½ inch square iron 1½ inches apart, secured to the interties with copper wire are to be laid parallel with the girders, the spaces are then to be filled with plaster of Paris to a depth of 1½ inches above the top of the girders, and a flooring of brick laid over the whole surface, all the iron to be painted before being used in the work, and care taken to make the necessary arrangements for the opening of the stairway.

Stairs.

The stairs to be 2½ feet wide, built of iron, the treads to be cast three eighths of an inch thick, eight inches mean width perforated and made rough on top, the end of each to be let into the wall, the centre and outer end to be supported by brackets connected with carriages of wrought iron, and finished with a plain hand-rail and balusters of iron.

Working plans and details of the floors, stairs and railing at the top of the tower, &c., will be furnished.

Painting.

All the woodwork of the windows, outside and inside doors, wainscoting, &c., to receive three good coats of white lead and oil paint.

The contractor to furnish and provide all necessary scaffolding tools, labour, workmanship and materials of whatever nature or class requisite for the comple-

tion of the building according to the working, drawings furnished, and plan contemplated, in this specification, although the whole that may be required to complete any part or portion thereof, may not have been particularly described or shewn on the plans. All such materials and workmanship to be of the best class and description of their respective kinds, and the whole of the work contemplated to the entire satisfaction of the Commissioners of Public Works, their Engineer or person in immediate charge on or before the day of 1855.

N. B. The lantern and lighting apparatus forms a separate contract.

(Signed,) JOHN PAGE,
Eng. Pub. Works.

Public Works.

Quebec, 11th July, 1854.

QUEBEC 10th February, 1855.

SIR,—I have the honor to inform the Honorable the Commissioners of Public Works that at their request I have visited and examined the light houses which are now in course of construction below Quebec at Cape des Rosiers, West Point Anticosti, Point Amour Forteau Bay and Belle-Isle, by François Baby, the Contractor, and have the honor to report as follows:—

Light House at Cape des Rosiers:—

The foundations are completely dug up to the solid rock and the foundation walls commenced, which are of good mason work strongly built. It will appear by the enclosed return of the works performed and materials delivered, that but little has been done, however this is due to the stone and sand which it was impossible to obtain in the neighbourhood of the place where the light house is to be built.

After having visited the neighbourhood and places at large distances from the spot where the Light House is to be erected, and having taken all the information possible, I am of opinion that it is quite impossible to procure the stone and sand required suitable for the building of the Light-House elsewhere than at Gaspé Basin, which is at a distance of 36 miles from the Light-House where stone and sand are in great quantities and of the best quality; the stone could be prepared easily in March and April, and conveyed to Cape des Rosiers in schooners at the opening of the navigation.

Light house at West Point of Anticosti.

The foundations are entirely dug up to the solid rock, and a large quarry has been opened at $1\frac{1}{2}$ miles from the lighthouse, this quarry was very expensive from the large quantity of earth and rotten rock which had to be removed in order to obtain the sound stone. This quarry will be sufficient to furnish all the stone required for the building of the lighthouse; 80 toises have already been taken out, it is lime stone of a good quality, the courses are from 7 to 12 miles thick, well bedded, and of a sufficient wideness to make good mason work. A large wooden building has been erected to lodge the workmen, also a store for the cement and materials, to which is attached a stable.

The mason work has not been commenced as there was no sand on the spot or means to obtain a supply; it will be necessary to take it at Mingan, a distance of 36 miles from the spot.

Light house of the Point Amour Forteau Bay.

The foundations are dug up to the solid rock and two large quarries have been opened at a place called L'Ance à Loup, 3 miles from the lighthouse. 70 toises of stone have been taken out of the quarries which are advantageous, the stone is of a sandy quality, well bedded, and of very large size. The appearance of the quarries is such as to lead to the belief that more stone can be had than required; much time and labor has been expended in the construction of a road from the lighthouse to the quarry, and also from the lighthouse to Forteau Bay where the materials were landed; good sand can also be had at L'ance à Loup. A large wooden building has been constructed for the workmen, also a store for the cement and materials, and a stable.

Having found at Forteau Bay the workmen sent to Belle Isle and the season being far advanced, I took the resolution to stop at Forteau, after having collected all the information requisite and as much as possible from the men who had been engaged for Belle Isle, in order to know the causes which prevented them from remaining at the place to which they had been sent.

It appears that it was impossible for them to find out the spot which had been marked by Mr. Page and myself, where the light house is to be built, and consequently they were unable to commence any work, such as the hill or road, and after having searched eight days they took the resolution to return to Forteau Bay, where they landed their cargo and spent the remainder of the season.

At each place numerous difficulties are discovered, arising either from the want of stone and sand, or from the danger attending the discharging and landing of cargoes. The several places are much exposed to the winds which are frequent, and immense breakers extend from the shore considerable distances, so that schooners are constantly in peril of being dashed to pieces upon the rocks, or must go into small coves which are sometimes at great distances, and there discharge their cargoes or wait a favorable moment to return, in either case causing a great loss of time.

This happened at Anticosti, the schooners were obliged to anchor and unload in Gamache's cove, 16 miles from West Point, which necessitated an expensive cartage. At Forteau Bay the same difficulties occurred and schooners unloaded in the Cove called L'Ance a Loup, a distance of 4 miles from the light house. At Cape des Rosiers, though the landing is easy enough, still there is great difficulties since no stone or sand can be had on the spot.

The Island of Belle Isle rises to the height of 250 feet from the level of the sea, and is surrounded by a Cape very steep, it is one of the places where there exists the greatest difficulties to impede the landing of cargoes, no anchorage in the neighbourhood for schooners, no coves as of secure place but at Chateau Bay, a distance of 23 miles.

A hill and a small wharf will be absolutely necessary to facilitate the landing of materials and implements required for the building of the light house, also for the landing of objects of enormous weight such as the light apparatus, which must be of a weight of 6 or 8 horses, and as hereafter a good road will be needed to facilitate the conveyance of provisions, &c., for the light house and keeper, it will be indispensable and be an economy to make the road previous to any other work.

The construction of this road will not exceed a sum of £400, including the small wharf. Inclosed are the returns of works made and materials delivered at each place without mentioning any price, as I am ignorant of the conditions agreed upon in the contract.

Enclosed are also the information and instructions required by the contractor in order to enable him to prepare himself for the opening of the navigation and to begin the works as soon as possible.

I will be ready at the first demand to give all the details and directions necessary to enable the contractor to have prepared the cut stone and joiners' work during the winter.

The Contractor ought to take the requisite means to have slate as there is none in the country, if the buildings are to be covered with slate as mentioned in the specification. I have but little opinion of the slate roofing in places like those where the Light-Houses are to be built, where the winds are so frequent and so strong, always accompanied by rain and frost; according to my opinion the slate is not able to resist, and I prefer very much the pine shingle well painted.

In the specification there is no defiring floor mentioned, and in my opinion it is necessary to make some because the places are very cold, and in order to prevent the oils in the cellar from freezing, and also the smell from ascending to the keeper's house.

The whole humbly submitted.

(Signed,) P. GAUVREAU.

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

Statement of moneys expended in the construction of Light Houses below Quebec, during the years 1853 and 1854.

Paid for examining sites for Light Houses, Survey, preparing plans, Specifications, contract, transport of men, Instruments, &c., &c. viz :

John Page, Engineer,.....	183	5	0
F. P. Rubidge, Draftman,	33	0	0
A. Larue, Surveyor,.....	91	0	0
P. Gauvreau,.....	75	0	0
J. Sewell, Postage,	6	4	9
T. H. Hardy, Stationery,	0	13	2
P. Laurencel, Superintendent,....	53	0	0
Frs. Baby, Transport,.....	1260	0	0
Jos. Guy, preparing contracts, &c.,	19	7	4
J. W. Harpon, do do,	22	9	0

1743 19 3

Paid for construction—Frs. Baby, Contractor..... 3000 0 0

£4743 19 3

No. 7347.

Before the undersigned Public Notaries, residing in the City of Quebec, appeared Joseph Charles Taché, Esquire, Physician, and Member of the Provincial Parliament, residing in the Parish of St. Germain de Rimouski, acting for and in the names of and as Attorney, appointed by the Sieurs Macaire Lepage and Eusèbe Lepage, both yeomen of the said Parish of St. Germain, contractors for the Pier at Rimouski, by special power of Attorney granted by the said Sieurs Macaire Lepage and Eusèbe Lepage to the said Sieur Taché, and passed before Mre. P. Gauvreau and his colleague, Notaries at St. Germain de Rimouski, on the eighteenth day of April, instant, month of the first part ;

And Her Majesty Queen Victoria, represented by the Honorable Jean Chabot, Chief Commissioner of Public Works for the Province of Canada, residing in the said City of Quebec of the second part.

Which said parties acting as aforesaid have by these presents voluntarily desisted from and abandoned the execution of a certain agreement entered into be-

tween the said Sieurs Macaire Lepage and Eusèbe Lepage, and the Honorable the Commissioners of Public Works, representing in the said agreement Her Majesty Queen Victoria, having for its object the construction of a landing pier in the said Parish of St. Germain de Rimouski, the said agreement having been executed before Mre. P. Gauvreau and his colleague Notaries, at Rimouski, on the seventh day of May, one thousand eight hundred and fifty-two, the said parties acting as aforesaid cancelling, and annulling as by these presents they do cancel and annul the said agreement, and being desirous and willing that the same should be and remain null and void, from this day without any expense or damage to either party, to all intents and purposes as if it had never been entered into, the said Sieurs Macaire Lepage and Eusèbe Lepage abandoning the works by them undertaken in and by the said agreement, and being willing that the said Commissioners of Public Works should cause the said works to be continued and completed by such persons as they shall deem fit and expedient.

And the said Sieur Joseph Charles Taché acting as aforesaid, promises and obliges for himself and for the said Sieurs Macaire Lepage and Eusèbe Lepage to repay to Her said Majesty Queen Victoria, Her Heirs, and successors, the sum of sixty-two pounds currency, the said Honorable Jean Chabot accepting the said sum being the excess of the money received by them from Her Majesty's Government in this Province, over and above the value of the works done by the said Sieurs Macaire and Eusèbe Lepage in and about the said Pier up to the period of one month previous to the date hereof, the said Sieur Taché acting as aforesaid acknowledging and confessing that the said Sieurs Macaire Lepage and Eusèbe Lepage have received from the said Government the entire amount due them on account of the said works and the further sum of sixty-two pounds currency.

And the said Sieur Taché hereby promises and obliges himself to procure the ratification of these presents by the said Sieurs Macaire Lepage, and Eusèbe Lepage, upon the first application therefor made by the said Commissioners of Public Works, and to furnish to the said Commissioners a copy of the said act of ratification.

Done and passed at Quebec, at the Office of Public Works, in the afternoon of the twenty-fifth day of the month of August, in the year one thousand eight hundred and fifty-three, under the number seven thousand three hundred and forty-seven, and the parties hereto and Thomas A. Begly, Esquire, Secretary to the Department of Public Works, hereto present, have signed with us the said Notaries, these presents having been first duly read, signed on the minute remaining of record in the Office of Mre. Joseph Petitclerc, one of the undersigned Notaries.

(Signed,) J. CHABOT,
Chief Commissioner Public Works.

J. C. TACHE,
THOMAS A. BEGLY,
Secretary Public Works.

CHS. PARENT,
Notary Public,

JH. PETITCLERC,
Notary Public.

(True copy.)

(Signed,) JH. PETITCLERC.

(Translation.)

No. 7722.

Before the undersigned Public Notaries for that part of the Province of Canada heretofore called Lower Canada, residing in the City of Quebec, appeared Her Majesty Queen Victoria, hereto represented by the Honorable Jean Chabot, Chief Commissioner of Public Works for the Province of Canada, residing in the said City of Quebec, who, represented by the said Honorable Jean Chabot as aforesaid, has by these presents acknowledged and confessed to have received from Messieurs Macaire Lepage and Eusèbe Lepage, both of the Parish of St. Germain de Rimouski, yeomen, by the agency of Joseph Charles Taché of the said Parish of St. Germain de Rimouski, physician, and Member of the Provincial Parliament, hereto present and accepting, he having paid to the said Honorable Jean Chabot, representing Her said Majesty, in the sight and presence of us the said Notaries, the sum of forty-nine pounds ten shillings, as and for the entire and complete payment of the balance which remained due by the said Messrs. Macaire Lepage and Eusèbe Lepage to Her said Majesty, of the sum of sixty-two pounds currency, mentioned and referred in the deed of cancellation of agreement which had been entered into between Her said Majesty and the said Messrs. Macaire Lepage and Eusèbe Lepage for the construction of a pier at Rimouski, executed before Mtre. Gauvreau and his colleague notaries, at St. Germain de Rimouski, on the seventh day of May, one thousand eight hundred and fifty-two, the said deed of cancellation having been executed before Mtre. Joseph Petitclerc and his colleague notaries at Quebec, on the twenty-fifth day of August last, which said sum of sixty-two pounds currency was the surplus of the money which the said Messrs. Macaire Lepage and Eusèbe Lepage had received from Her said Majesty on account of the work done by the said Messrs. Lepage in and about the said pier at Rimouski at the time of the cancellation of the said agreement, for which said sum of forty-nine pounds ten shillings a general acquittance is granted in favor of the said Messrs. Macaire Lepage and Eusèbe Lepage, and of all others concerned.

And inasmuch as Her said Majesty was indebted to Messrs. Macaire Lepage and Eusèbe Lepage in the sum of twelve pounds ten shillings currency for work done and executed in and about the said Piers, which sum had not been deducted out of the moneys paid to the said Sieurs Lepage by Her said Majesty at the time of the cancellation of the said agreement: the said Sieur Joseph Charles Taché, in his quality of Attorney appointed by the said Sieurs Macaire Lepage and Eusèbe Lepage by power of Attorney given by them to the said Sieur Taché, and referred to in the said Deed of cancellation of the said agreement, as acknowledged and confessed to have received from Her said Majesty, represented as aforesaid, previous to the execution of these presents, the sum of twelve pounds ten shillings, for work performed by the said Macaire Lepage and Eusèbe Lepage in and about the said Pier at Rimouski, in accordance with the terms of the agreement hereinbefore referred to, a general acquittance whereof is granted in favor of Her said Majesty and of all others whom it may concern; for so, &c, Renouncing, &c., Act whereof, &c.

Done, passed and executed at Quebec, at the Office of Public Works, in the afternoon of the first day of the month of April, in the year of our Lord one thousand eight hundred and fifty four, under the number seven thousand seven hundred and twenty two.

And the parties have signed these presents together with us, the said Notaries, and Thomas A. Begley, Secretary to the Department of Public Works, hereto present, after reading thereof first had.

Signed upon the minute remaining of record in the Office of Mtrc. Joseph Petitclerc one of the undersigned Notaries.

(Signed,)

“

“

“

J. C. TACHE, Attorney,
J. CHABOT, C. C. P. W.
THOMAS A. BEGLY,
Secretary P. W.

J. C. PETITCLERC, N. P.

True Copy,

(Signed,)

CHS. PARENT, N. P.

RETURN

TO AN ADDRESS from the Legislative Assembly of the 7th instant, for copies of correspondence in relation to the School Lot at Drummondville.

By Command,

GEO. ET. CARTIER,
Secretary.

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

List of papers relating to part of the residue of Lot No. 4, in 2nd range of Grantham, copies of which are hereto annexed.

- 1842.—Oct. 3.—To Reverend R. R. Burrage.
 “ “ 6.—From the same.
 “ Nov. 21.—From Surveyor General to Commissioner of Crown Lands.
 “ “ 23.—To Revd. R. R. Burrage.
 “ “ 23.—To R. N. Watts.
 “ Dec. 12.—From the same.
 “ “ 28.—To the same.
 1843.—Nov. 24.—From the same.
 1844.—Jany. 6.—To Revd. R. R. Burrage.
 “ “ 16.—From the same, with copy of memorial of 1842, referred to.
 “ Feb., 23.—From Revd. G. M. Ross.
 “ March 28.—From T. Boutillier, to Secretary Higginson.
 1845.—June 9.—Order in Council, (rescinded 6th June, 1851.)
 1848.—Nov. 4.—To G. L. Marler, agent.
 1849.—Jany. 23.—From the same.
 1851.—June 14.—Order in Council, (rescinding that of 9th June, 1845.)
 “ July 29.—From J. H. Price, C. C. L., to Jean Langevin.
 “ Aug. 1.—To J. H. Price, C. C. L.
 “ “ 1.—To C. C. Sheppard, agent.
 1853.—May 27.—From R. N. Watts, enclosing letter to him from Revd. G. M. Ross.
 “ June 13.—To R. N. Watts.
 “ July 2.—From Rev. J. H. Dorion.
 “ “ 5.—To the same.
 “ Oct., 8.—From R. N. Watts, with certificate of 7th, from R. Miller.
 “ “ 17.—To R. N. Watts.
 1854.—Sept. 12.—From the same, remarks.
 “ “ 15.—To School Commissioners, Grantham.
 “ “ 15.—To Revd. J. H. Dorion.
 “ “ 19.—From R. J. Miller, Secretary, &c.
 “ “ 28.—From Revd. J. H. Dorion.

1854—Sept. 28.—From G. A. Bourgeois.

“ “ 30.—From G. L. Marler.

“ October 10.—To R. N. Watts.

N. B.—Petition (No. 2032) from School Commissioners, dated 25th October, 1848, not on file.

JOSEPH CAUCHON,
Commissioner.

Crown Lands Department,
Quebec, 21st March, 1855.

(Copy.)

CROWN LANDS OFFICE,
3rd October, 1842.

SIR,—The portion of lot 4, in 2 Grantham, not under patent has been applied for by way of purchase, and it will in consequence be advertised with other public lands under the provisions of the Land Act.

The gentleman who is desirous to acquire this land, has requested that you, as Secretary to the Royal Institution, may be apprized of his intention, that no blame may be imputed to him at a future day, if you neglect to attend to the interest of this Institution if they have any claim in this matter.

(Signed,) J. DAVIDSON.

Rev. R. R. Burrage,
Quebec.

(Copy.)

ROYAL INSTITUTION OFFICE,
QUEBEC, 6th October, 1842.

SIR,—Your letter of 3rd instant has been duly laid before the Board of the Royal Institution, and it was resolved to request you to inform the Board in what respect the provisions of the Land Act have not been complied with by the Board in regard of Lot No. 4, in 2nd Range of Grantham, and to acquaint you that the Board are prepared to comply with these provisions as soon as they are aware of them, or to make any additional movement that may be required so as to secure the possession of the lot to the Board for the purposes of education.

I have the honor to be,

Sir,

Your most obedient servant,

(Signed,) R. R. BURRAGE,
Secretary, R. I.

J. Davidson, Esquire,
Commissioner of Crown Lands,
Kingston.

(Copy.)

Letter of Wm. Burrage, Esquire, Secretary of the Royal Institution, with other documents relating to Lot No. 4, in the 2nd Range of the Township of Grantham, claimed as a School Lot.

Referred, 15th November, 1842.

SURVEYOR GENERAL'S OFFICE,
KINGSTON, 21st November, 1842.

Observations.

Having examined the record of this Office in respect to the claims set forth on the part of the Royal Institution to Lot No. 4 in the 2nd Range of the Township of Grantham, for a School Lot, there appears no further support to that claim than an entry found in the Book of Grants A., in pencil, in the handwriting of the late Wm. Sax, Esquire, Chief Clerk, and in charge of Department in the year 1816, when the locations in this Township and the adjoining Township of Wickham were being effected under the superintendence of Lieutenant General Heriot, as follows:

Remarks.

School Institution, 4th Lot, 2nd Range, with the exception of 28 acres granted to Lieutenant Colonel Heriot.

(Signed,)

THOMAS PARKE,
Surveyor General.

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

(Copy.)

CROWN LANDS OFFICE,
23rd November, 1842.

SIR,—Respecting the claim of the Royal Institution to Lot 4, in 2 Grantham, I am to inform you that having referred your letter of the 2nd instant with the enclosures, to the Surveyor General, he made the observations, copy herewith transmitted for your consideration.

I think the course most expedient for the Royal Institution would be to address a memorial to the Governor General in Council for confirmation of the grant, producing all the evidence within its power in support of it.

(Signed,)

J. DAVIDSON.

Rev. R. R. Burrage,
Quebec.

(Copy.)

CROWN LANDS OFFICE,
23rd November, 1842.

SIR,—Referring to your letter of 5th ultimo, respecting lot 4, in 2 Grantham, I am to inform you that having corresponded with Mr. Burrage on the subject, it appears that the Royal Institution has some claim upon the land, as it was set apart for that purpose under the sanction of Sir Gordon Drummond. The claim

rests at present upon an entry in the Parish records of Drummondville; in it is stated that the land, with the exception of 28 acres granted to Lieut.-Col. Heriot, and given in trust to the syndics, supported apparently by a memorandum on the books of the Surveyor General's Office, made in the handwriting of W. Sax, Esq., Chief Clerk, and in charge of the Department in 1836, as follows: "School Institution, lot 4, in 2nd range, with exception of 28 acres granted to Lieut. Col. Heriot."

I have communicated the above to Mr. Burrage, in order that he may bring the matter under the consideration of the Executive Council for confirmation.

(Signed,)

J. DAVIDSON.

R. N. Watts, Esquire,
M. P. P.

(Copy.)

DRUMMONDVILLE, 12th December, 1842.

SIR,—In acknowledging your letter of 23rd ultimo, I beg to thank you for the attention you have paid to mine of 30th September, respecting part of lot 4, in 2 Grantham.

Having no other interest in the matter than I have stated, I am quite indifferent provided the land is alienated from the Crown, as to who may become its future proprietor, but I take leave to suggest that, as the claim of the Royal Institution (which is on the point of dissolution) bearing date in the time of Sir Gordon Drummond, and that covering this space of nearly 30 years they have not taken the least action upon it, under the Land Act they are only entitled to scrip in its stead. Should, however, their claim be admitted, I hope it will be coupled with the condition of taking out the patent at once, failing which that the land will be offered for public competition with the remainder of Public Lands of the District whenever their sale is resumed

* * * * *

(Signed,)

R. N. WATTS.

The Commissioner of
Crown Lands.

(Copy.)

CROWN LANDS OFFICE,
28th December, 1842.

SIR,—With reference to your letter of 12th instant, I am to acquaint you that no decision has yet been arrived at as respects No. 4, in 2nd range Grantham.

As regards the north part of 6, in 3rd range, it appears to be vacant Crown Land; should it upon further investigation prove to be such, it will be advertised with other lands under the provisions of the Act for disposal of public lands.

(Signed,)

A. N. MORIN.

R. N. Watts, Esquire.
M. P. P.,
Drummondville.

(Copy.)

KINGSTON, 24th November, 1843.

SIR,—I beg to inform you that I have from time to time for the last two years applied to purchase the ungranted part of lot 4, in the 2nd range of Grantham, submitting with my applications all the information which I could collect respecting its position, but the matter still remains undecided.

Those gentlemen only who have lived in country parts can be aware of all the disadvantages attending a farm bounded by a lot of waste land, or how useless are the best fences where half-fed cattle are on the one side and a fine crop of grain on the other. I do assure you that for the last two years I have lost not a part but the whole of my crop, from the field which bounds the said waste lot, although it is of little value (being chiefly swamp) still in self-defence I have been compelled to take possession of and be at the expense of fencing it in order to shield myself from the frequent trespasses on my farm of cattle running at large. The main road runs through the lot, but unless I did the road duties at my own expense they would remain unperformed.

The last letter I wrote on the subject was through the Crown Land agent Mr. Marler, who I doubt not has put you in possession of all these facts relating to this matter, to enable you to come to a decision, and I will feel much obliged by your giving it your attention as soon as the pressure of your more important duties admit.

I have the honor to be,

Sir,

Your obedient humble servant,

(Signed,)

R. N. WATTS.

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

(Copy.)

CROWN LANDS OFFICE.

6th January, 1844.

SIR,—It appears that in consequence of a claim advanced by the Royal Institution for a part of lot No. 4, in 2nd range of Grantham, you were advised to bring the subject under the consideration of the Governor General in Council by memorial, if you thought there was sufficient ground upon which to rest the claim.

I have now to request that you will have the goodness to inform me whether that institution has or intends to take any further steps in the matter, as the decision of the Government is urged as to the disposal of this lot.

(Signed,)

T. BOUTILLIER.

The Revd. R. R. Burrage,
Quebec.

(Copy.)

ROYAL INSTITUTION OFFICE,

QUEBEC, 16th January, 1844.

SIR,—Your letter of the 6th inst. has been duly laid before the Board of the Royal Institution, and I am directed, in reply, to send you the accompanying

copy of a Memorial which was addressed to Sir Charles Bagot in December, 1842, and to state that the Board will leave the matter in the hands of the Government on that Memorial.

I have the honor to be, Sir,
Your most obedt. servant,

(Signed,) R. R. BURRAGE,
Secy. R. I.

T. Boutillier, Esq.,
Crown Lands Office,
Kingston.

*To His Excellency the Right Honorable Sir Charles Theophilus Bagot, K. C. B.,
Governor General of British North America, &c., &c., &c.*

The Memorial of the Board of the Royal Institution for the advancement of Learning.

RESPECTFULLY SHEWETH :

That Lot No. 4 in 2nd Range of the Township of Grantham was, since the establishment of the settlement in the year 1816, been designated as the School Lot, or the property of the Royal Institution for the purposes of education.

That a School-house was built thereon by the inhabitants, under the sanction of the Board, and a School maintained up to the year 1836, when, from the failure of the Parliamentary grant, the Board had no longer the means of paying a master, although the School-house is still the property of the Board.

That the Board have always considered it as such, and have reason to believe that the inhabitants of the Village of Drummondville have always so regarded it.

That the Parish Records contain the following entry ;

“ A School of Royal foundation erected at Drummondville in June, 1816, under the direction of Lieut. Colonel Frederick Geo. Heriot, Lieut. Colonel Pierre DeBoucherville, and Lieutenant Joseph Stean, the Syndics appointed by commission of His Excellency Sir Gordon Drummond, K. C. B., dated 14th February, 1816.”

“ The Lot No 4 in the 2nd Range Grantham, with the exception of twenty-eight acres granted to Lieut. Colonel Heriot, is located, by order of Sir Gordon Drummond, for the benefit of the free School, and given in trust to the Syndics, to be applied and appropriated to such purposes as shall appear to them to produce the greatest benefit, but never to be sold.”

(Signed,) F. G. HERIOT, Lt. Colonel,
J. STEAN, Lieut., &c.

which entry is supported by a Report of the Surveyor General, dated 21st November, 1842, namely, “ that in the book of grants A. in pencil in the handwriting of the late Wm. Sax, Esq., chief clerk, and in charge of the Department in the year 1816, when the locations in this Township and the adjoining Township of Wickham were being effected under the superintendance of Lt. Colonel Heriot, as follows :”

	Lot.	R.	Remark.
School Institution.	4.	2.	With the exception of 28 acres granted to Lt. Col. Heriot.

(Signed,) THOMAS PARKE,
Surveyor General.

The Board of the Royal Institution therefore pray that the said Lot may not be alienated from the purposes for which it was originally set apart, and that the Board may be confirmed in the possession of the same.

(A true copy.)

(Signed,)

R. R. BURRAGE,
Secy. R. I.

Quebec, 16th January, 1844.

To His Excellency the Right Honorable Sir Charles Theophilus Metcalfe, K. C. B., Governor General of British North America, &c., &c., &c.

The Memorial of George McLeod Ross, Clerk, Rector of St. George's Church, Drummondville, and one of the Missionaries of the Incorporated Society in England for propagating the Gospel in Foreign parts.

HUMBLY SETS FORTH:

That Your Excellency's Memorialist, upon his appointment to the care of Drummondville in 1827, received in trust from General then Colonel Heriot, the remaining unceded part of lot No. 4, in 2nd range, Grantham, as a reserve for the purposes of a Parish Free School, to be rendered available as soon as might be for the said purposes, according to the intention for which it was set apart in the original diagram of the Township.

That it appearing by a memorandum in the Parish books, as well as by the concurrence of the Royal Institution in the plans proposed for turning the property to account, that the title was duly vested in that body. Memorialist never doubted the regularity of the conveyance; but in good faith, and perfect assurance of the legality of the tenure, immediately set to work, joined by General Heriot and other friends, to effect the construction of a school-house upon the premises, whereby the settling duties were amply satisfied, and a comfortable habitation provided for the several teachers appointed by the Royal Institution up to the time its support of schools was withdrawn.

That it is wrong to assert that the lot in question had ever remained unrepresented, or failed in furnishing its quota of statute labour, so far from it, the post-road passing through it at one of the main approaches to Drummondville, has always been well kept up by the public spirit of the inhabitants, until recently interfered with, they declined doing any more to it.

That it is unfair to allege that the said lot has ever proved an impediment to the settlement; so far from it, it has been for years a direct advantage to the tenantry of Drummondville, by being thrown open to them to obtain their firewood, and when culled of its timber, affording, by being left uninclosed in a state of common, a range for their cattle.

That in perfect reliance on the enlarged views and wise maxims which direct the measures of your Excellency's administration, Memorialist cannot allow himself to believe that the important interests at stake will ever be sacrificed with your Excellency's knowledge and consent, to the gratification, in any party or parties, of an unworthy desire of monopoly, which Memorialist is satisfied will be found on examination, to be the actuating motive of attempting, after so many years of undisturbed possession, at this late day, to invalidate the trust.

That to none, more than your Excellency's Memorialist, could the possession of this lot be so desirable an acquisition, inasmuch as it adjoins the property on which he resides, and when a new survey is made he fully expects a large part of his clearing to be cut off, but, nevertheless, preferring the public good to private advantage, your Excellency's Memorialist still ventures to hope that your Excel-

lency will never sanction the grant being diverted from its original design, but will be graciously pleased (as to your wisdom shall seem meet) either to confirm the title for educational purposes within the Parish, to the Royal Institution, or to a competent number of syndics to be chosen on the spot.

And as in duty bound, your Excellency's Memorialist will ever pray.

(Signed,) G. M. ROSS.

Drummondville, C. E.,
February 23, 1844.

(Copy.)

CROWN LANDS DEPARTMENT,
KINGSTON, 28th March, 1844.

SIR,—I have the honor herewith to transmit, for the consideration of the Governor General, applications respecting a certain lot of land in the Township Grantham, Canada East, which is claimed by the Royal Institution at Quebec.

The land was probably intended for that institution by Sir Gordon Drummond, but no actual grant appears to have been made. It consists of 90 acres; and as the school at the adjoining Village of Drummondville has been abandoned since the year 1836, and the Royal Institution itself all but defunct—the Parliamentary grant for its support having, I believe, ceased, I question the propriety of confirming at the present time the grant of so large a quantity of land.

Should His Excellency concur in this view of the case, I would suggest that ten acres, the quantity limited under the Land Act, be granted for school purposes, and the remainder sold as ordinary Crown Lands.

The lot is reported to be at present an open common, and an annoyance to the neighbouring proprietors; not being under patent, no one can be compelled to enclose it, neither are the duties performed on the road running through it.

I have the honor to be,

Sir,

Your most obedient humble servant,

(Signed,) T. BOUTILLIER.

J. M. Higginson, Esquire,
&c., &c., &c.

Copy of a Report of a Committee of the Honorable the Executive Council, dated 6th June, 1845, approved by His Excellency the Governor General, in Council, on the 9th of the same month.

On the Petition of R. N. Watts, claiming confirmation of his purchase of the North-West half of Lot No. 6, in the 3rd Range of the Township of Grantham:—

It appearing that the sale effected to Mr. Watts was made through an oversight in the Crown Lands Department in not notifying Mr. Marler of the application already made to that Department, by Major Menzies, in reference to that Lot; according to the recommendation of the Assistant Commissioner of Crown Lands, of the 13th February, 1844, the Committee cannot entertain the prayer of the Petition, but would recommend that Lot No. 4, in the 2nd Range of Grantham, be offered to Mr. Watts at 6s. per acre, that gentleman having applied for

the same, together with the ten acres marked on the plan as reserved for a School for the Royal Institution.

(Certified,)

WM. H. LEE,
C. E. C.

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

(Copy.)

CROWN LANDS OFFICE, 4th November, 1848.

SIR,—Your early remarks are requested on the enclosed Memorial from the School Commissioners of the Municipality of Grantham, praying a free grant of part of Lot No. 4, in the 2nd Range of the Township of that name, from which twenty-eight acres off the North-West half, were, in 1816, patented to Col. F. G. Heriot.

You will please state whether the remaining ninety acres, or any and what portion, are occupied, improved or claimed by any person, and, if so, give the particulars, with your opinion of the value of the land per acre, without the improvements; also state of what part of the ninety acres would the applicants wish to obtain a grant of, should the same be disposable, and were the Government disposed to make the grant.

(Signed,)

T. B.

G. L. Marler, Esq.,
Agent, Drummondville, L. C.

(Copy.)

DRUMMONDVILLE, 23rd January, 1849.

SIR,—I have the honor of acknowledging the receipt of your favor, of the 4th November last, on the subject of Lot No. 4, 2nd Range of Grantham, requesting me to make a report on the same, as soon as possible.

I have been unable to do so sooner, owing to the School Commissioners not being able to state the exact spot where they wished the grant to be made, until this moment.

I now beg to state, in reply, that the Rev. M. Ross claims thirty-three and a quarter acres, on the following grounds:—

As having cleared a portion and having been in possession of the same for many years past.

As having fenced a part of it and done the road duty for several years.

As having caused the portion he claims to be surveyed and set off from the remainder of the Lot.

Mr. Watts claims the residue, as having fenced along the main road up to Mr. Ross's land, and as having applied for it to the Crown Land Office.

The value of the remainder of the Lot (unsold) No. 4, 2nd Range, Grantham, is not worth more than five shillings currency per acre, being an entire swamp, and the largest portion unfit for cultivation.

The only thing which would render it in any way valuable, is its proximity to the Village. I annex a rough plan, shewing the position of each person's claim.

I remain, Sir, &c.,

(Signed,)

G. L. MARLER.

To the Commissioner of Crown Lands.

(Copy.)

Extract from a Report of a Committee of the Honorable the Executive Council on Land applications, dated 14th June, 1851, approved by His Excellency the Governor General in Council on the same day.

On the respective applications of the School Commissioners of the Township of Grantham; The Reverend George McLeod, and Robert Nugent Watts, M. P. P.

The former for a grant for School purposes of ten acres off the north-westerly half of lot number 4, in the 2nd range of the Township of Grantham and the two latter, for the purchase of the portions of the residue of said lot which they respectively occupy and have improved.

The Committee recommend a gratuitous grant for school purposes of the ten acres applied for by the School Commissioners, and that Messrs. Ross and Watts be allowed to purchase at 5s. per acre the residue of the same, in the respective portions they claim, upon their procuring at their own cost, a plan and *procès verbal* from actual measurement by a sworn Surveyor, representing the entire lot as bounded in the field, the portion patented to Colonel Heriot, and the proposed subdivision of the residue as above describing the respective portions, their boundaries and contents, and upon payment by the said parties of the purchase money at time of sale.

The Committee further recommend that the order in Council of 9th June, 1845, in reference to this lot, be rescinded.

Certified,

WM. H. LEE,
Acting C. E. C.

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

(Copy.)

CROWN LAND OFFICE,
TORONTO, 29th July, 1851.

SIR,—I wish to be informed what action has been taken under Order in Council of the 14th of June last, with regard to lot No. 4, in the 2nd range of Grantham, and to request that nothing further be done in the matter at present, waiting further instructions.

I am,
Sir,
Your obedient servant,

(Signed,) J. H. PRICE.

Jean Langevin, Esquire,
&c., &c., &c.,

(Copy.)

CROWN LANDS OFFICE,
1st August, 1851.

SIR,—I have the honor to acknowledge receipt this day of your letter dated 29th ultimo, respecting lot No. 4, in 2nd range Grantham, the Order in Council

for which dated 14th June, and received on 23rd, was on 24th signified to the local agent C. C. Sheppard, for his guidance and the information of the parties concerned.

By letter of yesterday's date, Mr. Sheppard informs me as follows: "I have the honor to forward the *procès verbal* and plan of lot No. 4, in the 2nd range of Grantham, surveyed by Patrick Daly, Esquire, by order of Jos. Bouchette, Esq., Deputy Surveyor General."

I have notified the applicants for the residue of this lot of the Order in Council authorising the sale of the same and have pointed out to them their respective portions.

I am this day instructing Mr. Sheppard, and in conformity with your directions, that nothing further be done at present nor until further instructions be sent him in the matter of said lot.

(Signed,) JEAN LANGEVIN.

Honble. J. H. Price,
Commissioner of Crown Lands,
Toronto.

(Copy.)

CROWN LANDS OFFICE,
1st August, 1851.

SIR,—I am to acknowledge your letter of 31st ultimo, in reference to sundry land cases, together with enclosures.

In consequence of instructions from Honble. Commissioner of Crown Lands, in respect of lot 4, in 2 Grantham, I am to request that nothing further at present nor until further instructions be sent you in the matter.

In reference to other parts of your letter, they will be noticed on another occasion.

(Signed,) JEAN LANGEVIN,
for Com. Crown Lands.

Chs. C. Sheppard, Esquire,
Agent,
Wendover.

(Copy.)

DRUMMONDVILLE, 27th May, 1853.

MY DEAR SIR,—With reference to the ungranted portion of Lot No. 4, in the 2nd Range of Grantham, the Revd. Mr. Ross and myself have come to an understanding that it should be patented in my name, and that I should then make over to him the portion he was desirous of possessing.

This removes all impediments now to the issuing of the patent; for the application of the School Commissioners has been satisfied by my making a present to them by deed, of a Lot of Land in the Village on which a school house is erected and which Lot according to value of Village Lots is worth more than the whole of the unconceded part of No. 4 together. Will you therefore have the goodness to inform me of the amount which I am to remit as payment for the same and I will at once forward it.

I remain, my dear Sir,
Your obedient servant,

(Signed,) R. N. WATTS.

Jean Langevin, Esquire.

(Copy.)

DRUMMONDVILLE, *27th May, 1853.*

MY DEAR MR. WATTS,—Permit me to remind you of the unsettled state of our respective titles to Lot No. 4 in the 2nd Range of Grantham, which we have fenced in and occupied for some years. Will you have the kindness to apply to the Crown Lands Office that the Patent should issue in your name and you can then make over to me the 33 acres which fell to my share on the Survey made by Mr. Daly in July, 1851, or my paying you the proportion which the Crown requires per acre.

Very faithfully yours,

G. M. ROSS.

R. N. Watts, &c.

(Copy.)

CROWN LANDS OFFICE, *13th June, 1853.*

SIR,—I am to acknowledge receipt of your letter dated 27th ultimo, to which the present is an answer.

Broken Lot No. 4 in 2nd Range Grantham contains net 118 acres, from which 28 Acres off A. W. $\frac{1}{2}$ stands patented on 20th February, 1816, to late Col. Fredk. George Heriot, leaving 90 Acres, which at 5s. per Acre, the rate mentioned in Order in Council of 14th June, 1851, forms the sum of £22 10s. to be remitted.

The ten Acres of this Lot for the School Commissioners being distinctly mentioned in the O. C. above referred to, I would with all deference suggest the propriety of some brief relinquishment for the same, on the part of those Commissioners in your favor, being produced as authority jointly with the Revd. G. M. Ross's relinquishment, now received for another portion, the patent for the above residue issuing in your name as registered.

(Signed,)

JEAN LANGEVIN.

R. N. Watts, Esquire,

Drummondville,
&c. &c.

[Translation.]

DRUMMONDVILLE, *2nd July, 1853.*

SIR,—I have the honor to address you for the purpose of obtaining certain information with reference to a lot of land in Grantham. I should have addressed myself to the head of your Department if the rumor did not prevail that he is on the point of resigning his post into other hands.

I refer to ten arpents of land forming part of the 4th Lot in the 2nd Range of Grantham. About five or six years ago the School Commissioners of Grantham made application to the Government to obtain these ten acres of land in order to the erection of a school house. Some time before there had been a school house erected thereon, which had been built by subscription, and a school had formerly been kept there.

Two years ago a person came to me representing himself to be President of the Corporation of School Commissioners at Grantham, on the part, I believe of the Crown Lands' Agent here, stating that the government was disposed to grant the lot applied for by the School Commissioners, but that it was necessary

that they should have it surveyed. The land was in consequence surveyed, and the Commissioners had to pay the expense. The School Commissioners were under the impression that the lot would be given to them, but since they caused it to be surveyed they have heard nothing of the intentions of the Government with respect to it. The school house built upon this lot has lately been removed, and it is proposed to enclose the lot. I am desirous then to know whether the Government has ceded this lot to any one or whether it is the intention of Government to grant it to the Corporation of School Commissioners. If this has never been their intention, we shall have been duped in the most shameful manner, having defrayed the expenses of the survey of the lot, whereas, the person for whom the Government destined the land should have borne this expense. If the letters patent disposing of this lot have not yet been issued, I would ask that the claim of the School Commissioners, and the right which they seem to have acquired to this lot by many years' possession thereof, be taken into consideration.

The School Commissioners are prepared to furnish any information on the subject which the Government may require.

I have the honor to be,

Sir,

Your most obedient servant,

(Signed,)

J. H. DORION, Ptre.,

President of the Corporation of School Commissioners
at Grantham.

Jean Langevin, Esq.,

Quebec.

CROWN LANDS OFFICE, 5th July, 1853.

REVEREND SIR,—I have the honor to reply to your letter of the 2nd July instant. There is an order of the Governor in Council in existence, authorizing a gratuitous grant of 10 acres of land to be taken out of lot No. 4 of the 2nd Range of the Township of Grantham, in favor of the School Commissioners, but in consequence of subsequent transactions from the then Commissioner of Crown Lands, the carrying into effect of the said order in Council was postponed until further orders.

R. N. Watts, Esquire, who, by the same order in Council, was authorized to purchase another portion of the same lot, has recently laid claim to the ten acres in question, and he does so because, as he states, he has presented the said Commissioners by Act with a lot of land in the Village, of much greater value, upon which a school-house is already erected.

To ensure regularity in the matter, Mr. Watts has been requested by letter, dated 13th June last, to transmit to this office the consent in writing of the School Commissioners, to his obtaining these ten acres in his own name, but this consent has not yet been received. Trusting, however, that the matter will be amicably arranged between the Commissioners and Mr. Watts,

I have the honor to subscribe myself,

(Signed,)

JEAN LANGEVIN,

C. C. L.

Revd. J. H. Dorion, Ptre.,
Drummondville.

(Copy.)

DRUMMONDVILLE, 8th October, 1853.

MY DEAR MR. LANGEVIN,—I wrote you some time since about the division of the ungranted part of Lot No. 4, in 2nd Range of Grantham, which Mr. Ross and myself had agreed upon, and requested that the patent might be issued in my favor.

You replied soon after, but having mislaid your letter I must allude to it from memory. I think you requested me to obtain from the School Commissioners a letter to the effect that they consented to forego their claim to 10 acres of the lot which you propose to grant to them. It is idle to ask them to do so. I beg, however to send you the enclosed certificate that I presented to them, of the land on which the school house is built, in the Village of Drummondville, signed by R. J. Millar, who is both the Deputy Registrar of the County, and Secretary of the School Commissioners.

Since, therefore, I have shewn that the school house is built on their own land in the immediate neighbourhood, except for the purposes of speculation. If you grant it to them according to the plan marked out, you grant them the only dry part, and leave the swamp for me; besides, instead of granting it to them in one corner, thus $\frac{3}{4}$, you grant in the centre, so that they must cross over my share; open a road over my share and put me to the additional expense of fencing two sides of their square, and their new road into the bargain, while giving it to them in the corner I would only have one side to fence, and they might follow the line between the lots for their road. I would point out, however, that the School Commissioners are irresponsible as individuals; they will leave the property waste until a chance for selling it occurs.

They will be constantly worrying me about fences and every duty which the law requires of neighbors, while in their turn they will neglect every duty themselves and having no funds to reimburse any expenses they may put me to, illegally, I shall have to pay both sides. Besides you seem to forget that in 1841 I applied for the lot, as your records must show, and squatted upon it, which gives me a prior claim. I appeal on these grounds to your sense of justice, and if you think the School Commissioners ought to have land for the purposes of speculation, (they can need it for no other purpose, as their house is already built on the adjoining lot.) I beg and pray that you will not make them my neighbours, but that you will give them land from some other ungranted lot in the Township. I beg you will issue the patent as prayed for in my last letter.

Very faithfully yours,

(Signed,)

R. N. WATTS.

(Copy.)

PROVINCE OF CANADA. }
County of Drummond. }

I certify that at the hour of half-past eleven, A. M., of the eighth day of January, one thousand eight hundred and forty-nine, was registered in this office a Deed of Sale, passed before witnesses, dated 26th October, 1848, from George Leonard Marler to the School Commissioners of the Municipality of Grantham, of a certain lot of land in the Village of Drummondville, on the west side of Lindsay street, 66 x 66 feet, with a house thereon, for a certain sum of money paid and acquitted, subject the said piece of land to a ground rent of fifteen shillings per annum, in favor of Robert Nugent Watts, Esquire, which

annual rent and the capital (of £12 10s.) representing the same, was acquitted and discharged by the said Robert N. Watts, in favor of the said Commissioners and all others, for the nominal sum of one shilling currency.

(Signed,)

R. MILLAR,
Deputy Registrar.

Registry Office,
Drummondville, 7th Oct., 1853.

(Copy.)

CROWN LANDS OFFICE,
17th October, 1853.

SIR,—In replying to your letter of 8th October, respecting 4 in 2 Range, Grantham, I beg to state that the earliest possible attention will be given as soon as press of other business permits. In regard to your other letter of same date, also duly to hand, I beg to acknowledge your kind offer and attention, but the information desired is not now required.

(Signed,)

A. N. MORIN,
C.

R. N. Watts, Esquire.
Drummondville,
L. C.

(Copy.)

In 1841, Mr. Watts requested that the ungranted part of Lot 4, in the 2nd Range of Grantham, may be sold by public auction, because, bounding his land in its then condition, it was a nuisance to him; he added that the Rev. Mr. Ross, of Drummondville, claimed it for the Royal Institution, but that, after enquiry at their office and after Surveyor General, nothing could be found to substantiate the claim. Mr. Sax, however, in Mr. Watts' presence, made a note, in pencil, opposite to the lot in question in his books to call his attention to its position.

Mr. Ross and the Royal Institution immediately placed themselves in opposition to Mr. Watts, and the sale was postponed.

In 1842, Mr. Watts took possession of the lot, and fenced it in; he has retained possession ever since, and the School Commissioners have never spent one penny upon it or been in possession for one single instant, nor have they even applied to be put in possession. Subsequently, Mr. Boutillier offered it to Mr. Watts, but Mr. Watts declined it, because there was attached to the offer the condition of giving up another lot which he had recently bought at public sale.

The case appears to have slept for some years: Mr. Watts in undisturbed possession, and the public supposing him the proprietor.

After a time, Mr. Ross desired to purchase a part of the lot from Mr. Watts, but having then heard, in answer, that he was only a Squatter, Messrs. Ross and Dorion, School Commissioners, apply for a grant of ten acres for school purposes, upon which a Report in Council recommends a grant of ten acres, and the residue to Mr. Watts.

Upon hearing of this application and the Report upon it, Mr. Watts at once objects to it by letter, addressed to Mr. Price, in 1851, who, on the 29th July, 1851, ordered all action to be suspended on the Report. In May, 1853, Mr.

Ross, having asked Mr. Watts the position in which his claim stood, was answered, "in *statu quo*, since 1841, and that he considered the delay to have arisen from some counter communications, of which Mr. Ross must have cognizance," whereupon he addressed a letter, withdrawing his claim, and requested Mr. Watts to get the Patent in his own name.

On the same day, Mr. Watts transmits the letter, asks for the Patent.

Mr. Watts is informed, in reply, that he must also obtain the relinquishment of the School Commissioners.

On the 8th October, 1853, Mr. Watts states that cannot be had, but to show that the School Commissioners can only want the land for the purposes of speculation, he transmits a Certificate from the Registry Office at Drummondville, to show that the School Commissioners own, by deed of gift from him, a lot of land, on which he had an annual rent of 15s. and a capital of £12 10s., and on this said lot the School-house is now erected.

If the School Commissioners are to have ten acres off the lot in question, Mr. Watts hopes that he will be allowed to assign them the part of the lot they are to have, but he strongly objects to their having it in that vicinity at all.

Under these circumstances, Mr. Watts hopes that the lot of land in question will be patented in his name without further delay.

(Signed,)

R. N. WATTS.

Quebec, 12th September, 1854.

To the Commissioner of Crown Lands.

[Translation.]

CROWN LANDS OFFICE,

15th September, 1854.

GENTLEMEN,—I take the liberty of transmitting to you herewith a copy of a letter dated the 5th July, 1853, addressed to the Rev. J. H. Dorion, in answer to his letter of the 2nd July, as President of the Corporation of the School-Commissioners of Grantham, and also a copy of another letter of this date, addressed to the same Reverend Gentleman, and to request of your President, should the Rev. Mr. Dorion have ceased to fill that office, and to be a member of the Corporation, to be pleased, within one month from this date, to favour this office with a reply to the question contained in it. I have also to warn you that if an answer be not received within the delay now mentioned, on behalf of your Corporation, such silence will be looked upon as an answer in the affirmative to the question so proposed, and the Department will, in consequence, take further proceedings.

(Signed,)

A. N. MORIN,
Commissioner.

The School Commissioners for the
Municipality of Grantham.

[Translation.]

CROWN LANDS OFFICE,

15th September, 1854.

REVEREND SIR,—I take the liberty of drawing your attention to the contents of the letter addressed to you on the 24th July, 1853, in answer to yours of the

second of the same month in your capacity of President of the Corporation of School Commissioners of Grantham; and as no answer has yet been received to the said letter of the 5th July, and that the Department is desirous of bringing the matter under consideration to a conclusion. I would beg of you to be good enough to inform the Department if it is not true that Mr. R. N. Watts did abandon in favor of the said Corporation an annual rent of 15s. and the capital thereof amounting to £12 10s., to which he was entitled, upon a lot of land conveyed to the said Corporation by Mr. G. L. Marler, and upon which a School House is erected, in consideration of a nominal rent of 1s. per annum, as appears by a Deed of sale dated 26th October, 1848, by the said G. L. Marler, to the said Commissioners, registered on the 8th January, 1849, at the Registry Office for the County of Drummond, with distinct understanding that in consideration of the cession on the part of Mr. Watts, Commissioners should renounce in favour of that gentleman all their claims to the ten acres of the lot 4 of the 2nd range of Grantham, which they and their predecessors had previously claimed from the Government.

Information on the foregoing points is requested of you, even in case you should have ceased to be President or a member of the said Corporation, and should the Department receive no answer from you within one month from the date hereof, I deem it my duty to notify you that your silence would be regarded as an answer in the affirmative to the question above submitted to you, and that ulterior proceedings will immediately be taken in the matter.

(Signed)

A. N. MORIN.

Revd. J. H. Dorion, Priest,
care of C. C. Sheppard, Esq.,
Agent,
Wendover.

MUNICIPALITY OF GRANTHAM,
DRUMMONDVILLE, 19th September, 1854.

SIR,—Yours of the 15th instant, with an enclosure, was duly received, and in reply beg leave to say that it will be laid before the School Commissioners without delay.

I beg leave at the same time to state that there never was any intention on the part of the School Commissioners of this Municipality to surrender the ten acres of land in question to Mr. Watts or any other person, and the Commissioners thought it strange that there should be any difficulty thrown in their way of obtaining a Patent for it, as the School Department have been in possession of it, to my knowledge, between twenty and thirty years, and built upon it, and for other reasons which you will be informed of in a short time.

[Signed,]

R. J. MILLAR,
Sec. and Tr. S. Commissioners.

The Honorable A. N. Morin,
Commissioner Crown Lands, Quebec.

[Translation.]

YAMACHICHE, 28th September, 1854.

SIR,—The letter to which you call my attention in the communication you did me the honor to make to me of date 15th of the present month, did not it appears to

me, require any answer on my part. That letter informed me that R. N. Watts, Esquire, was about to take certain proceedings against the School Commissioners of Grantham, whose President I then was; I had postponed replying to this letter until Mr. Watts should take these proceedings against the Commissioners. At the time I left Drummondville to reside at Yamachiche nearly an year had elapsed since I had resigned the Office of President of the School Commissioners; since then I had heard nothing farther respecting the matter in question up to the moment I received your letter, of date 15th instant.

With respect to the question you submit to me, namely, whether or not it is true that Mr. Watts had abandoned in favor of the Corporation of School Commissioners at Grantham, all claim to a Rent of 15s., and its Capital £12 10s., which belonged to him, upon a certain lot of Land ceded to the said Corporation by Mr. G. L. Marler and upon which a school house is erected, in consideration of a nominal rent of one shilling per annum, with the distinct understanding that in consideration of such cession on the part of Mr. Watts the Commissioners should renounce in favor of that Gentleman, their claims to the said ten acres of lot No. 4 of the 2nd range of Grantham, which they or their predecessors had previously claimed from the Government, I can in reply only state that I had never been aware that any such stipulation had been agreed to on the part of the Commissioners.

[Signed]

J. H. DORION,
Ptre.

 DRUMMONDVILLE, 30th September, 1854.

SIR,—I have the honor to acknowledge the receipt of your favor of the 15th instant, together with two other communications. In reply I must first of all observe that it is not true that Mr. R. N. Watts ceded to the Corporation of Grantham, a certain annual rent to which he was entitled with the distinct understanding that in consideration of such a cession the Commissioners should renounce in favor of that gentleman their claims to ten acres of lot No. 4, of the 2nd range of Grantham, I am better able to make this denial from the fact that I was at the time one of the members of that Corporation.

I beg at the same time to draw your attention to the two last paragraphs of your letter of the 5th July, 1853, in which you request Mr. Watts to obtain from our Corporation its written consent in the matter; this he never did nor did he even apply for it, well knowing that he would not obtain it, inasmuch as the cession in question had never been under consideration.

You moreover obliged our Corporation within one month to contradict the allegation of Mr. Watts, and failing such answer, you are prepared to deem our silence an answer in the affirmative to the question so submitted. I take then the opportunity of drawing your attention to the circumstance, that you place our Corporation in the position in which Mr. Watts by right should be, he it is who has alleged a fact and I deem it to be his duty to prove it.

I would respectfully take the liberty of again acquainting you that the school for this Village has always enjoyed possession of this lot from the year 1816, up to the present time, and I cannot bring myself to believe that the Crown Lands Department would commit so gross an injustice as to oust our Corporation from the possession of what they have so long enjoyed.

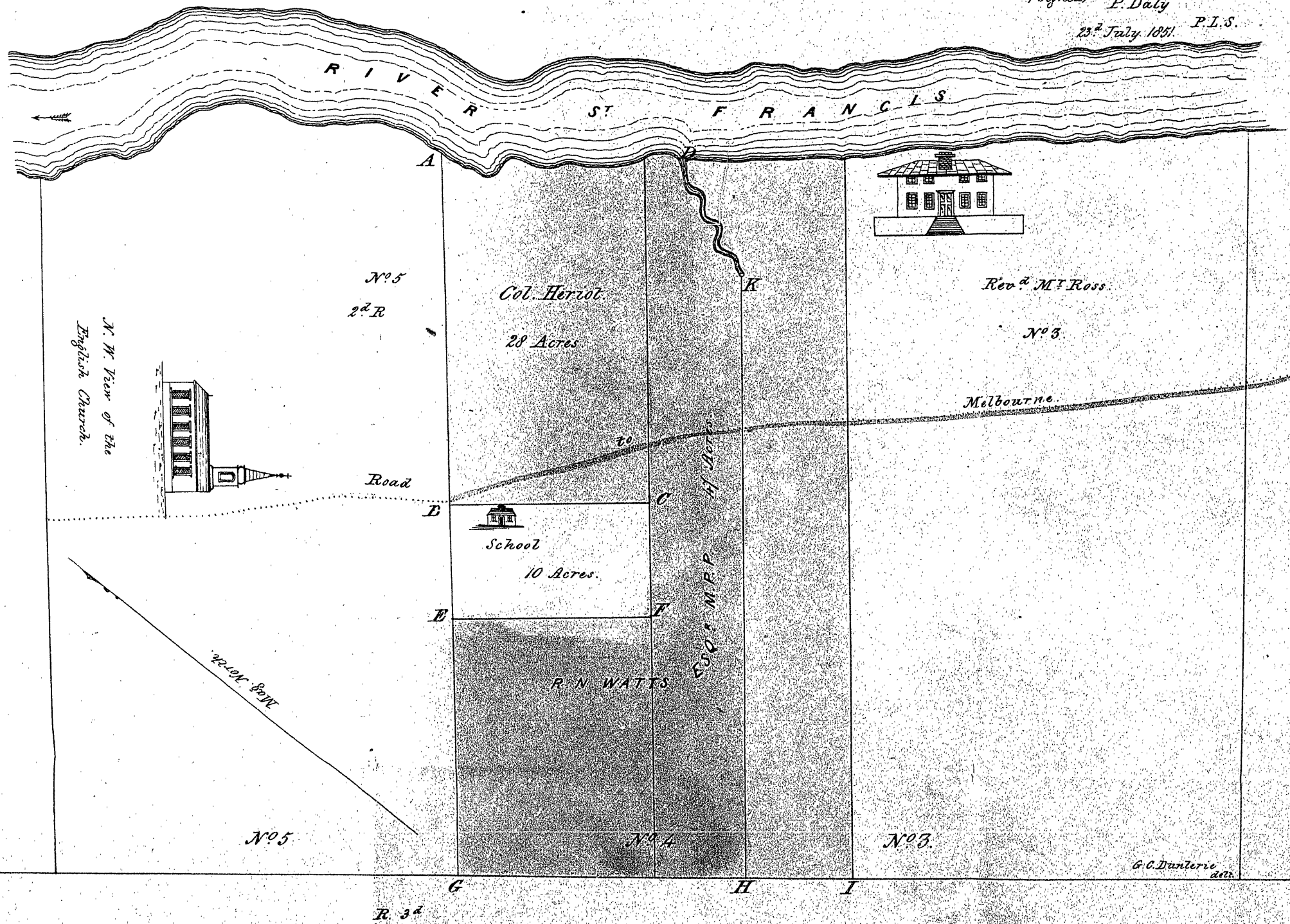
(Signed,) G. L. MARLER,
President of the School Commissioners
of Grantham.The Hon. A. N. Morin,
Com. of Crown Lands.

Plan
of
Lot No 4 in the 2^d Range of Grantham.

Matthew Lith.

Scale, 16 Chains to an Inch.

*(Signed) P. Daly
23rd July 1851. P.L.S.*



(Translation.)

ST. GREGOIRE, 28th September. 1854.

SIR,—In the course of my last visit in my capacity of School Inspector for the County of Drummond, I took occasion in visiting the office of the School Commissioner of Grantham, to examine certain documents by which it appears that an order of the Governor in Council of the 14th June, 1851, authorized a gratuitous grant of ten acres of land in lot No. 4, of the 2nd range of Grantham, in favor of the Corporation of School Commissioners for the School Municipality of Grantham.

The same order in Council authorises R. N. Watts, Esquire, to purchase another part of the same lot. It appeared that Mr. Watts had subsequently applied to be permitted to purchase the part of the lot granted or at all events about to be granted to the School Commissioners, urging in support of his application a cession made in favour of the latter of a *rente foncière* constituted upon a lot and house which they possess in the Village of Drummondville.

As this affair is a matter of great importance to the Board of Education, I have deemed it my duty to offer a few remarks in support of the incontrovertible right acquired by the School Commissioners of Grantham, to the piece of land in question, and I hasten to do so within the short period of time allowed for the settlement of the matter.

I would first of all call your attention to the fact that the lot of land in question (No. 4 of the 2nd range of Grantham) has been occupied for School purposes since 1826, that is to say, since the settlement of Drummondville. I have carefully ascertained this fact, and all the inhabitants of the place to whom I have spoken on the subject have told me that such is the case, and the oldest inhabitants of Drummondville have declared to me the same thing, so that the School Commissioners of Grantham, would be entitled to urge their right of pre-emption over the whole lot. It appears, however, that the matter has been arranged between the various applicants, and that prior to the issuing of the order in Council of the 14th June, 1851, a surveyor had, to the knowledge of the parties interested, divided off the said lot without any claim or opposition on the part of these latter, and consequently to their satisfaction, and I am given to understand that the order in Council in question has been issued in accordance with the Surveyor's Report.

It is true that Mr. Watts did abandon a *rente foncière* to the School Commissioners of Grantham, but it appears that he only did so to respond to the generosity of other inhabitants of the village, who had made heavy sacrifices in order to the acquisition of a school house. Mr. Watts made this cession without any stipulation with the then School Commissioners, as they themselves declare.

If the School Commissioners of Grantham had yielded their right of pre-emption over the part of the lot referred to, as Mr. Watts pretends by an act dated 26th October, 1848, how does it happen that nearly three years afterwards, on the 14th June, 1851, an order in Council should issue authorising the disposal of the lot in the manner hereinbefore referred to, (that is to say one part to the School Commissioners and another part to Mr. Watts, &c.) without any claim being made on the part of Mr. Watts, when this gentleman had been made aware of the partition made, a short time previously, by the Surveyor. Is not this fact alone sufficient to prove that on the 14th June, 1851, Mr. Watts had not acquired a right which he now claims to have enjoyed without interruption since 1848.

I have full confidence in the justice and uprightness of the Crown Lands Department, and I therefore trust that the rights of the Corporation of School Commissioners of Grantham will be respected, and that they will not be ousted from

the possession of a small lot of land which is to them indispensable for school purposes, and to the property of which they have an incontestable right.

I have the honor to be,

Sir,

Your very humble servant,

(Signed,)

G. A. BOURGEOIS,
Land Surveyor.

Hon. A. N. Morin,
&c., &c., &c.
Quebec.

(Copy.)

CROWN LANDS OFFICE,
10th October, 1854.

SIR,—I have the honor to state that since you were here on the 14th ultimo, urging your claim to the whole unpatented portion of lot 4 in 2nd Range, Grantham, including the 10 acres claimed by and reserved for School Commissioners under the order in Council of 14th June, 1851, the Rev. J. H. Dorion and the School Commissioners have been written to on 15th ultimo, and in substance requested to state :

If it is not true that Mr. R. N. Watts did abandon in favour of the said Corporation an annual rent of 15s., and the capital thereof amounting to £12 10s., to which he was entitled, upon a lot of land conveyed to the said Corporation by Mr. G. L. Marler, and upon which a school house is erected, in consideration of a nominal rent of 1s. per annum, as appears by a Deed of Sale, dated 26th October, 1848, by the said G. L. Marler, to the said Commissioners, registered on the 8th January, 1849, at the Registry Office for the County of Drummond, with the distinct understanding that, in consideration of this cession on the part of Mr. Watts, the Commissioners should renounce in favour of that gentleman all their claims to the ten acres of the lot 4 in the 2nd Range of Grantham, which they and their predecessors had previously claimed from Government.

The Rev. Mr. Dorion's answer, dated 28th ultimo, is: "That he had never been aware that such an agreement had been entered on the part of the Commissioners."

Mr. G. L. Marler, by his answer, as Chairman of the Grantham School Commissioners, in letter of 30th ultimo, denies that Mr. Watts had ceded to the Corporation of Grantham a certain annual rent to which he was entitled, with the distinct understanding that in consideration of this cession the Commissioners should renounce in favour of that gentleman their claims to the ten acres of Lot No. 4, 2nd Range of Grantham. Mr. Marler further asserts that the school of that Village has always had possession of this lot from the year 1816 to the present time.

Dr. G. A. Bourgeois, of St. Grégoire, as Inspector of Schools in County of Drummond, also writes a letter dated 28th ultimo, in support of School Commissioners' claim, and asserts that prior to the issuing of the order in Council of the 14th June, 1851, a Surveyor had divided off the lot to the knowledge of the parties interested without any claim or opposition being made on the part of any of them, and, consequently, to their satisfaction.

Under these circumstances you will perceive that your application for purchase of the whole unpatented portion of the lot cannot be acceded to. Farther action, however, will be stayed for six months from this date, to afford you another opportunity of coming to some amicable arrangement with the School Commissioners respecting the ten acres.

R. N. Watts, Esquire,
Drummondville.

(Signed,)

A. N. MORIN.

CROWN LANDS DEPARTMENT,
QUEBEC, 4th April, 1855.

SIR,—Requesting reference to my letter of 21st ultimo, transmitting copies of correspondence, &c., relating to part of lot No. 4, in 2nd range of Grantham, called for by your letter of the 9th March; I have the honor to transmit herewith in addition to those already sent, copies of the following papers, viz :

Extract from C. C. Sheppard's letter dated 31st July, 1851, and copies of Mr. Surveyor Daly's *procès verbal* and plan of survey of the said lot.

I have the honor to be,

Sir,

Your most obedient servant,

JOSEPH CAUCHON,
Commissioner.

Hon. G. E. Cartier,
Provincial Secretary,
&c., &c., &c.

Extract of a letter from C. C. Sheppard, Agent, dated at Wendover, 31st July, 1851.

SIR,—I have the honor to forward the *procès verbal* and plan of lot No. 4, in the 2nd range of Grantham, surveyed by Patrick Daly Esquire, by order of Joseph Bouchette, Esquire, Deputy Surveyor General.

I have notified the applicants for the residue of this lot, of the Order in Council authorizing the sale of the same, and have pointed out to them their respective portions.

(Signed,)

C. CAMPBELL SHEPPARD,
Agent.

To the Hon. Commissioner
of Crown Lands,
Montreal.

These nineteenth, twenty-first, and twenty-third days of July, in the year of Our Lord one thousand eight hundred and fifty-one, according to instructions received by me from Joseph Bouchette, Esquire, Deputy Surveyor General, dated at the Crown Land Office, Montreal, 25th June, 1851, for the internal divisions of lot No. 4, on the 2nd Range of Grantham, as authorized by an Order in Council, dated 14th June, 1851, I, the undersigned Provincial Land Surveyor, residing in Drummondville, in the District of Three Rivers, have begun at a post stone and broken pieces of earthenwares under them, marked No. 4, No. 5, Range 2, R, 3, and standing on the line between the 2nd and 3rd Ranges of Grantham in the said District of Three Rivers, I have parted and measured, thence north, fifty degrees east magnetic; the variation eleven degrees fifteen minutes west and at forty-seven chains fifty links came to a post marked 4 N, 5 N., on the south-west side of the River St. Francis; thence south forty degrees east magnetic, taking offsets to high water mark twenty-six chains to a post marked 3 N, 4 N; thence south fifty degrees west magnetic forty-seven chains fifty links, to a post marked No. 3, N 4, R 2, R 3; thence north forty degrees west magnetic along the line between the 2nd and 3rd Ranges of said Grantham twenty-six chains to the post marked 4 N, 5 N, 2 R, 3 R, at the place of beginning. Containing, including the above offsets, one hundred and eighteen acres, and the allowance for highways, I have also subdivided the above lot No. 4, in the 2nd Range of Grantham, into four divisions, as follows, viz: first, for the Heir of the late Colonel Heriot the piece represented on the accompanying plan by the letters A B C L, beginning at a post marked 4 N 5 N, as above mentioned at the point A, and measured thence south forty degrees east magnetic thirteen chains to the centre post of lot No. 4, aforesaid; thence south fifty degrees west twenty-two chains sixty-six links and planted a post at O; thence north forty degrees west twenty-six chains and planted a post at B marked 4 N, 5 N; thence north fifty degrees east magnetic twenty-two chains sixty-six links, which including offsets to the river's edge contains twenty-eight acres and allowance for highways.

Secondly. A piece of said lot No. 4, represented by the figure B C F E; beginning at the post marked 4 5 as above at B and measured, thence south forty degrees east thirteen chains to the post at C; thence south fifty degrees west seven chains sixty-nine links to a post at F; thence north forty degrees west thirteen chains and planted a post at E; thence north fifty degrees east along the line between lots Nos. 4 and 5, seven chains sixty-nine links to the place of beginning at the post B, containing ten acres in superficies, I have planted a stone with broken pieces of earthenwares under each corner post B C F E. This last mentioned piece of land is for school purposes.

Thirdly. I have also measured a part of said lot No. 4 for Robert Nugent Watts, Esq., M. P. P., represented by the figure D K H G E F L D, on the plan beginning at a post stone, and earthenwares under them, by me planted on the south west side of the River St. Francis at D, and measured thence south nineteen degrees west eight chains ten links came to a post stone and earthenwares, by me planted at the south west extremity of a ravine which was heretofore agreed upon to be the boundary between said R. Watts, Esq., M. P. P., and the Revd. George McLeod Ross.

Thence south fifty degrees west forty chains fifty links to a post stone and broken pieces of earthenwares under them at H, thence north forty degrees west nineteen chains twenty-five links, to an old post marked 4 N, 5 N, 2 R, 3 R; thence north fifty degrees east, along the line, between lots Nos. 4 and 5, seventeen chains twenty-five links the post at E; thence south forty degrees, east along the south west line of the School Land thirteen chains to C; thence north fifty degrees east thirty chains thirty-six links to the centre post at L; thence south forty degrees east magnetic one chain ninety links to the place of beginning,

containing forty-seven acres one quarter of a perch, allowance for highways, including offsets taken to the river's bank.

Fourthly. For the Revd. George McLeod Ross, beginning at the above mentioned post at D on the plan; thence south nineteen degrees west eight chains ten links to a post at K, at the south-west extremity of a certain ravine as above written; thence south fifty degrees west, forty chains fifty links to a post at H on the plan; thence south forty degrees east, six chains seventy-five links to a post marked 3 4 2 3 at I on the plan; thence north fifty degrees east along the line between lots Not. 3 and 4 at J on the south-west bank of the River St. Francis; thence north forty degrees west eleven chains ten links to the post at the point D with a stone and broken pieces of earthenwares under them; containing thirty-three acres and allowance for highways, including offsets to high water mark at the several small curves as on the plan. All the bearings of the above four divisions stated in this *procès-verbal* are magnetic; the variations eleven degrees fifteen minutes west.

The above Survey I have done in the presence of the undersigned chain-bearers duly sworn.

(Signed,)

PATRICK DALY,
D. P. L. S.

HENRY GRAHAM.
GEORGE MILLAR

Q U E B E C :

PRINTED BY LOVELL AND LAMOUREUX, MOUNTAIN STREET.

1855.

R E T U R N

To an Address of the Legislative Assembly to His Excellency the Governor General, dated the 22nd instant, praying His Excellency to cause to be laid before the House "a copy
 " of the Report of David Thorburn, Esquire, Commissioner
 " of Indian Lands, presented to Government on the 7th
 " December last, upon the Grand River Navigation, and
 " also the communication and Report on same subject of
 " 5th and 6th instant, for the information of the House.

By Command,

GEO. ET. CARTIER,

Secretary.

Secretary's Office,
 Quebec, 27th March, 1855.

(Copy.)

Quebec, 21st November, 1854.

SIR,—As President of the Grand River Navigation Company it is my duty to inform you as Superintendent General of the Indians, that the Directors of the Company have failed to secure By-laws from the Municipalities of the County of Brant or of Haldimand for the purpose set forth in the 3rd and other sections of Chapter 256, 16 Vic.: I may state that the Town of Brantford passed a By-law, the early part of this year, for the sum of £100,000, to enable the carrying out the requirements of the said Act, but withdrew it when under the consideration of the Government, and gave that amount of credit to the Railroad Company, whose buildings in that Town were destroyed by fire, so as to enable that Company to re-erect them again there. The requirements of the first and second sections of the Act were sanctioned by the parties referred to.

Having failed to obtain the relief the Act permitted the Municipal Councils to afford, I am therefore induced to inform you that from the wear of the works (now in use for twenty years) the large amount invested in stock, and in carrying to completion the line to Brantford, to investments in Village property, buildings for storage, for mills, hydraulics, dwellings, &c., the owners of which have either purchased the lands, (Lots) or pay rent for the land and water privileges, great loss will accrue to the Company and to individuals, should the works be allowed to go much further into a state of dilapidation as well as to the adjacent public. I may here state that four-fifths or thereabouts of the stock is of Six Nation Indian Funds, and as alleged by the Chiefs, was so applied without their knowledge or consent, for which investment these Tribes have not received directly one farthing.

All parties interested are desirous that the navigation should not cease to be, but that the Government should take it on the conditions of the 5th, 6th and 7th sections of the Act referred to.

Stock, say.....	£50,000	0	0
Debts.....	7,000	0	0
Town of Brantford Debentures, previously sold.....	20,750	0	0
The Company's Debentures endorsed by John A. Wilkes, in the hands of the Department of Six Nation Indian Funds...	4,500	0	0
Currency.....	£82,250	0	0

I think this sum will be found nearly correct.

Exclusive of tolls the Company have rents from wharf, mill and store-house lots, besides some income from Village lots, such as instalments on new and old sales.

I am in daily expectation of receiving a letter from the Secretary of the Company, with a statement of the Traffic, Tolls, Rents, &c., &c., &c.; should it not be to hand before I leave, I will forward it.

The Department of Public Works made a Report on the works, I think in the autumn of 1852 or winter of 1853, with an estimate for a permanent navigation of four feet water, which depth, in my opinion, would be sufficiently ample. There would be a saving of expense, as the officers on the Welland Canal with the exception of lock tenders, would be able to perform certain duties which the Company have to pay for.

I have, &c.,

(Signed,)

DAVID THORBURN.

L. Oliphant, Esq.,
S. G. of Indian Affairs, Quebec.

Copy.

Quebec, 22nd November, 1854.

Sir,—As a Director of the Grand River Navigation Company on the part of Government and its President, I have the honor to state for your information as the Superintendent General of the Indians, that there has been invested in the works of the Grand River Navigation Company, about forty thousand pounds of the Six Nation Indian Fund, besides the £4,500 loaned on the Debentures of the Company.

That during the last session, the 16 Victoria, chap. 256, authorising the Municipal Councils to advance a sufficient sum to finish that navigation, such advance, from various causes, has not been obtained.

The Upper Canada Parliament passed an Act to loan the Company the sum of £12,500, but was omitted at the union, to be placed as an item to be paid, which was the cause of not completing the works.

The Chiefs of the Six Nations say they were not consulted in this investment by Sir John Colborne, Lieutenant Governor, and they complain, I think with good reason, as they have not received one farthing as a direct return for the investment.

Under all the circumstances, it is my duty to inform you that unless a sufficient sum can be obtained from the Provincial Government or from some other source to complete this navigation, the whole amount will be lost to the Indians.

In my judgment were the advance made, the income would repay the outlay, and ultimately yield a return as provided by the 5th, 6th, and 7th sections of the 16th Victoria, cap. 256.

I therefore earnestly call your immediate attention to the subject.

I have, &c.,

(Signed,)

DAVID THORBURN.

L. Oliphant, Esquire,
S. G. Indian Affairs, Quebec.

Copy.

INDIAN OFFICE,
CAYUGA, 5th March, 1855.

MY LORD,—Their Excellencies the late and present Governors General honored me with interviews on the subject of the Grand River Navigation. With their concurrence, under date the 7th December last, I addressed the Executive Government through the Provincial Secretary, giving a statement of the condition of the works, and of the affairs of the Company, the receipt of which was acknowledged, and informed that the same was transferred to the Department of Public Works; not having heard from the Government or from the Commissioners of that Department, and as the Parliament is now in session, and that the Six Nation Indians are fully four-fifths the owners of the Capital Stock, without their concurrence, I feel it, as their Superintendent, my duty to call your attention to it, as I am of opinion, unless the Government assume the works in some form the Company cannot obtain the means to make the dilapidated state of the work permanent or useful. Independent of the interest of the Indians the country requires a boat navigation to and from Brantford; it was and really is a feeder, if not a part, of the Welland Canal. The products of the country require it, although the receipts may not directly meet the interest on the capital, still, if made a permanent work, the Provincial interest cannot but be a gainer. The section of the country is one of the most productive for wheat, lumber, &c., in the Province. The public have by various Acts of the Government had reason to believe the works would become Provincial. The Town of Brantford has risen, extensive mills have been erected, and the lands have risen in price, all with that belief. The Legislature of Upper Canada, by an Act which received the Imperial sanction, authorised the loan of £12,500 to the Company to enable them to carry the works to the Town of Brantford. Under the faith that the money would be forthcoming, the works were let and ultimately made, but greatly embarrassed the Company.

The sum of £500 was paid, but the £12,000 was not, because it was omitted to be placed on the Schedule of the Upper Canada liabilities when the Provinces were united—the Government assisted in making the Tow-path from the Dunnville dam to the Town of Cayuga, in the summer of 1853, made an Order in Council that Tolls on property passing to and from Brantford through the Welland Canal, should be charged the same as from Dunnville, the Company reserving a part of it. The Town of Brantford was made a Warehousing Port, which has now a Staff of three Custom House Officers. The acts on the part of the Government led the public to believe the Government would assume and maintain a sure and certain navigation. The Town of Brantford issued, under date the 30th December, 1851, forty thousand pounds in Debentures at twenty years to enable the Company to secure a continuation of the works; the sum of £20,750 were sold of them, say at 25 per cent. discount; the residue £19,250, are with the Bank of Upper Canada with

nstructions to sell a sufficient amount for the purpose of repaying the Bank their Loan to the Company of a little over £4,000, which the Bank is urging to have paid.

Under the precarious state of the works, the Merchants, Millers, &c., are afraid to depend on a regular transit of property, consequently send and receive much of it by routes much more expensive, besides, the Welland Canal gets no revenue from it.

The Act of the Legislature of 1853, authorising the Government to take its management under certain conditions, and that the Municipalities of the Counties of Haldimand and Brant raise the means by Debentures. The various Councils have been tried but have not agreed to do so; that Law is so far a dead letter.

In the meantime I am glad to say the works are, unless they become injured by the coming spring freshets on the breaking up of the ice and the melting of the snow, of which there is a more than usual quantity on the ground (the thaw has set in this day) in good condition, so far as the means of the Company would admit. I feel much concerned for their safety. I think in the winter of 1852, the Department of Public Works sent on Engineers and examined the line of the river from Caledonia to Indiana, a distance of nine miles, on which place the works are, except the Brantford cut and Dam, they reported, but nothing further.

Having received a letter from Mr. John Brown, one of the best Contractors of Public Works engaged on the Welland Canal, as well as of other places, it is dated the 23rd ultimo, which I send herewith. You will observe if work is to be done, the price he would charge, payable in Debentures. I would respectfully advise that you draw the attention of the Executive Government to the propriety of taking the works under their management. The Six Nation Indians interest requires the action of the Department to get the Government to do so.

I have, &c.,

(Signed,) DAVID THORBURN,
President.

Viscount Bury,
S. G. Indian Affairs.

(Copy.)

DAVID THORBURN, Esquire,

THOROLD,
23rd February, 1855.

SIR,—I have to inform you further upon our conversation respecting the improvements of the Grand River Navigation, that I am willing to enter into an arrangement for the entire construction and completion of these works of a permanent character, and in accordance with the plans and estimates made out and submitted by Mr. Woodruff, to the Department of Public Works, wish an additional percentage added thereto of twenty-five per cent.

This sum I consider but a reasonable advance since the date of that estimate, as it must be admitted, that all the articles necessary for carrying on that or other work has advanced from 25 to 100 per cent. in value.

In consideration of the foregoing propositions being accepted, I propose to take in payment of work done Government or Municipal Debentures at par value.

I shall be glad to hear from you soon.

I am, &c.,

(Signed,) JOHN BROWN,
P. BLAIR.

R E T U R N

To an Address from the Legislative Assembly, of the 13th December last, for Copies of Papers relative to the Erection of the Montreal Court House.

By Command,

GEO. ET. CARTIER,

Secretary.

Secretary's Office,

Quebec, 30th March, 1855.

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

R E T U R N

To an Address for Copy of Correspondence between the Crown Land Department and Mr. P. N. Pacaud, relative to the Road from Chester and Lake Aylmer.

JOSEPH CAUCHON,

Commissioner of Crown Lands.

CROWN LAND DEPARTMENT,

Quebec, 5th April, 1855.

[*Translation.*]

St. NORBERT D'ARTHABASKA, 30th May, 1854.

Sir,—As there is a probability of a determination being come to, to open certain Roads at the expense of the Province, I take the liberty of offering my services, in case you should deem them necessary.

The settlement of the Townships being a national measure, I shall be amply compensated with any remuneration that may be granted me, my object being to be of use.

It having been under consideration to open a Road to place us in direct communication with Lake Aylmer, I take the liberty of offering a few observations on the subject. Last autumn, Mr. Russell, Surveyor, was appointed to make a survey of the Road, but having been taken ill on the spot and a great deal of rain having fallen, Mr. Gilbert Poudrier took his place. This, at all events, is what I was told. As this route will be one of the principal roads required for settlement, and must of necessity cost a considerable sum of money, I consider that it would be prudent and even requisite to secure a judicious and economical location, for if we may give credit to the reports of persons, claiming to be informed on the matter, the Townships of Chester and Ham are very mountainous, and the part explored by Mr. Poudrier, is that, which in this respect would offer the most numerous obstacles as regards a judicious location. I really cannot tell why it appears to be unknown, that this new Road would be the natural direct continuation (in the South) of the Grand Arthabaska Road, which has just merged into the Lake Aylmer Road. Whence comes the population of the Townships of Chester, Ham, Wolfstown, and the other Townships in the vicinity of Lake Aylmer; is it not for the most part, composed of inhabitants from the Districts of Three Rivers and Quebec? Why should these settlers be compelled to travel several miles needlessly, over a road costing more to the Province, and more difficult to the inhabitants—for it would be necessary to cross more mountains, and which would be less advantageous to them, for sooner or later, we shall be constituted into a District.

The plan that I have had executed, acquaints us with the opinion of the population with respect to the chief place of the District. Many other considerations might be brought forward to induce you to insure the most judicious and economical location of the Road, which might in all cases be done without expense. I only venture to offer you a few simple suggestions, which I should never have thought of doing, if I were not well aware that influence would soon be brought to bear against us, foreign to the interests of the Townships, which are only brought into requisition to satisfy, I will not say private interest, but ideas often held, to the prejudice of settlement in general, and of the settlers in particular.

I have the honor to be, &c.,

(Signed,) P. N. PACAUD.

T. BOUTILLIER, Esquire,
Inspector of Agencies.

[*Translation.*]

ST. HYACINTHE, 13th September, 1854.

Sir,—Upon my return from a visit to the Eastern Townships, I this day found in my Office, a Surveyor's Report, made by John Wilson, Esq., Surveyor, by which Report it appears that he has traced a road between the Craig and Gosford roads, across the Townships of Chester, Ham, and Wolfestown.

It is the intention of Government to commence work upon this road forthwith, and, as by your letter of 30th May last, you offer your services for the opening of roads in the Townships, I take the liberty of enquiring, whether it would suit your convenience to superintend the work to be done upon the road above referred to.

In the event of your accepting this offer, you will have the goodness to send to this office, the security required by the General Instructions, a copy of which I send you herewith.

I have the honor to be, &c.,

(Signed,) T. BOUTILLIER,
I. of A.

P. N. PACAUD, Esquire.

[*Translation.*]

ST. NORBERT D'ARTHABASKA, 13th September, 1854.

Sir,—In reply to your Letter of 13th instant, I have the honor to inform you, that I have much pleasure in engaging myself to superintend the works required about the opening of a road between Craig and Gosford roads, through the Townships of Chester, Ham, and Wolfestown.

I send you, by this mail, the security required for the charge I undertake, and which you desired me to procure.

I have the honor, &c.,

(Signed,) P. N. PACAUD.

T. BOUTILLIER, Esquire.

[*Translation.*]

ST. HYACINTHE, 21st September, 1854.

Sir,—I have the honor to acknowledge the receipt of your letter, by which you inform me that you accept the charge of superintending the works upon the road from Gosford to Arthabaska, and also the receipt of your security.

Enclosed herewith are eight cheques for twenty-five pounds each, forming together the sum of two hundred pounds currency, to enable you to commence the works.

As it is uncertain whether or not it will be possible to set apart this year, money sufficient to complete this road, I think it would be desirable to commence by making a winter road twelve or fifteen feet in width, but in the formation of the winter road, you must bear in mind that this road will be before long one of the highways of the Eastern Townships, and it would be advantageous in removing the materials, that you should leave them in such a position that when it is possible to finish the road, the labour would not be increased.

The work must be carried on by day labor, and you will hire your men at the lowest possible rate.

The laborers must be paid in money, so as to enable them to procure provisions as they may think proper.

They must provide their own tools, axes, hoes, and shovels, but if it becomes necessary to procure other tools, you will be good enough to write to me on the subject. I would beg of you to be good enough, as speedily as possible, to inform me of the cost of the first few miles, so that I may have certain information as to the probable cost of the opening of the road as a winter road.

I do not require to tell you, that in consequence of the facilities already offered by the railroad between Richmond and Quebec, for the conveyance of travellers and provisions, you should begin operations upon that part of the road in its immediate vicinity.

The season being already advanced, you will employ at least fifty men, a hundred indeed if you can procure them.

Be so good as to acknowledge the receipt of the sum herewith enclosed, by receipts in duplicate.

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

(Signed,) T. BOUTILLIER,
Inspector of Agencies.

P. N. PACAUD, Esquire.

[*Translation.*]

ST. NORBERT D'ARTHABASKA, 25th September, 1855.

Sir,—I have the honor to acknowledge the receipt of your letter of the 21st instant, and also of eight cheques on the Banque du Peuple, for twenty-five pounds each, forming together the sum of two hundred pounds currency, for which sum I herewith transmit to you my receipt in duplicate.

Begging of you to be satisfied that your instructions will be scrupulously carried out.

(Signed,) P. N. PACAUD.

T. BOUTILLIER, Esquire.

[*Translation.*]

ST. NORBERT D'ARTHABASKA, 6th October, 1854.

Sir,—In conformity with the instructions you sent to me in your letter of the 21st September last, I have the honor to inform you, that it has required 183 days' works to cut down the wood for the first two miles of the road, the works upon which I am superintending, and to remove the wood from one of the said miles, the cost of which may therefore be estimated at from £26 to £28 per mile. I must, however, add, that as at the opening of similar works, the labor cannot be carried on with the same celerity as when a regular organization exists, I have every reason to believe that the remaining miles will not cost so much.

I have the honor to be, &c.,

(Signed,) P. N. PACAUD.

T. BOUTILLIER, Esquire.

[*Translation.*]

ST. NORBERT D'ARTHABASKA, 19th October, 1854.

Sir,—In transmitting to you my pay-list from the 27th September last, up to 12th instant, I consider it my duty to notify you, that it is impossible for me to prosecute the works economically, unless I am authorized to purchase certain tools and implements which are indispensably necessary, such as axes, hoes, pickaxes, a cable, pulley, and grindstone. With respect to the cable and pulley, you are aware that the land through which the road passes, is for the most part rocky and thickly wooded, without the aid of this cable and pulley to pull down the trees, the roots of which cling to the rock, I find that I have an increased amount of work which will entail very considerable expenses, compared to the expense of the purchase of these articles.

With respect to axes, hoes, &c., I can more easily procure laborers at five shillings per diem, on providing them with tools, than I should be enabled to do at five shillings and six pence per diem, obliging them to procure their own tools. You are aware that the works are going on at a very considerable distance from any sort of habitation, and that the majority of the laborers are poor and seldom have well sharpened mattocks, tools above all others necessary for labor in rocky soil.

Supposing every one were obliged to furnish an axe, if one should break, how is it to be replaced. Shall the owner be obliged to lose two days in procuring another, and how shall we without partiality distribute the work. Two men engage themselves at five shillings each per diem, obliging themselves to furnish each one an axe, the one directed to dispose of a tree after it has been cut down, will be almost always sure to retain his axe in good order for a long time; it will be quite the reverse with the other man if he has been directed to cut out the roots of the tree embedded in the rock; the question would then be, who should cut at the roots, every one preferring to work upon the body of the tree; besides I speak positively when I assert that in the works under my superintendence, it would be a matter of economy to purchase these tools. I venture to flatter myself that you will do justice to my representation.

I have the honor to be, &c.,

(Signed,) P. N. PACAUD.

T. BOUTILLIER, Esquire.

[Translation.]

ST. HYACINTHE, 25th October, 1854.

Sir,—I have the honor to acknowledge the receipt of your letter of the 19th of this month, conjointly with the pay-lists and a separate account.

It is my duty to tell you, that I am not authorized to allow you any fees until the work is opened, and you have begun operations at the head of at least twelve men, and on this point I take the liberty of referring you to the instructions themselves, which constitute a rule of conduct both for you and for me. Every sub-overseer, moreover, should besides the first twelve men who are supposed to be under the direction of the overseer, have twelve men under their own superintendence, to entitle them to seven shillings and sixpence per diem.

With respect to the tools, you are aware that the general instructions provide that they must be furnished by the workmen themselves. There are some tools, however, which we cannot compel them to provide at their own expense, as for instance, pickaxes. Of these latter but few are required. I approve of your purchase of a grindstone, of a pulley or two, and of a cable, which if skillfully used, may be of great service.

I have the honor to be, &c.,

(Signed,) T. BOUTILLIER,
I. of A.

P. N. PACAUD, Esquire.

[Translation.]

ST. NORBERT D'AR. HABASKA, 28th, October, 1854.

Sir,—I have the honor herewith to enclose to you my pay-lists from the 14th to the 28th October, instant, and to inform you at the same time, that the unfavorable weather has not only retarded the works, but has rendered them more expensive. On 16th a little snow fell in the Township of Ham, and we have had continual rain ever since; we have been obliged to build a shanty.

Work will not be resumed until the 2nd November, on account of the festival of All Saints, we shall then commence operations upon the thirteenth mile. I shall require money in order to liquidate the next pay-list.

I have the honor to be, &c.,

(Signed,) P. N. PACAUD.

T. BOUTILLIER, Esquire.

[Translation.]

ST. HYACINTHE, 7th November, 1854.

Sir,—I have the honor to acknowledge the receipt of your letter of the 28th ult., and also your pay-list from the 14th to the 28th October. In the absence of the Inspector of Agencies, I take the liberty of sending to you herewith the sum of one hundred pounds currency, of which you will be good enough to acknowledge the receipt.

Upon Mr. Boutillier's return, I shall not fail to communicate to him the documents transmitted by you to this office.

I have the honor to be, &c.,

B. DE LA BRUÈRE,
Assistant I. of A.

P. N. PACAUD, Esquire.

[*Translation.*]

ST. NORBERT D'ARTHABASKA, 13th November, 1854.

Sir,—I have the honor to acknowledge the receipt of your letter of the 7th instant, and also the sum of one hundred pounds currency enclosed therein, for which sum I transmit to you my receipt in duplicate.

I have the honor to be, &c.,

(Signed) P. N. PACAUD.

BOUCHER DE LA BRUÈRE, Esquire,
Assistant I. of Agencies.

[*Translation.*]

ST. HYACINTHE, 25th November, 1854.

Sir,—I trust that the money transmitted to you by Mr. De la Bruère has sufficed hitherto for the expenses of your work, and that you have completed or are on the point of completing your road, so as to make a good winter communication in accordance with the verbal instructions which I gave you when I had the honor of seeing you at your own house on this subject.

Upon examination of your pay lists I have observed that you employ a number of sub-overseers, exceeding the proportions established by the General Instructions between the amounts to be paid for superintendence and labor.

These Instructions require that every overseer or sub-overseer to be entitled to their respective salaries, must have at least twelve men each under their direction. Now by your pay lists, the average number of men employed by you does not even amount to seven.

I regret exceedingly to be under the necessity of making this observation, but I am obliged to do so in obedience to the instructions, imperative alike upon me and you.

I have the honor to be, &c.,

(Signed) T. BOUTILLIER,
I of A.

P. N. PACAUD, Esquire.

[*Translation.*]

ST. NORBERT D'ARTHABASKA, 27th November, 1854.

Sir,—I have the honor to transmit to you herewith, my pay-list from 30th October to 15th instant. My reason for delaying to do so up to this time is, that I should otherwise have been obliged to leave the works for some days, at a time at which my presence there was indispensable.

I have the satisfaction of informing you, that the wood on the road has been completely cut down, and disposed of; and that for the completion of this road, nothing remains to be done but the piling up of the wood over two miles, and the removal of a few trees which have been blown by the wind across the road. Thus, the works over the whole road will be completed in the course of this week.

I require a sum of about One hundred pounds to pay for the remainder of the works.

It has been agreed, that on the 4th of next month, I am to go to Mr. Poudrier's house to make final payments to all the workmen.

I am at present ill from the fatigue I have had to undergo for the last three weeks, otherwise I should, with my letter, have sent you a report upon the state of the road. This I will do at an early date.

I have the honor, &c.,

(Signed,) P. N. PACAUD.

T. BOUTILLIER, Esquire,
I. of A.

[*Translation.*]

ST. HYACINTHE, 30th November, 1854.

Sir,—I have the honor to acknowledge the receipt of your letter of 27th inst., inclosing your Pay-list, and on your application for fresh funds, I am instructed by the Inspector to send to you the sum of sixty pounds currency, which I herewith inclose, and which you will be pleased to acknowledge.

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

(Signed,) B. DE LA BRUÈRE,
Assistant Inspector of Agencies.

To P. N. PACAUD, Esq.

[*Translation.*]

ST. NORBERT D'ARTHABASKA, 12th December, 1854.

Sir,—I have the honor to acknowledge the receipt of your letter of 25th November last, and to repeat my communication contained in my last letter, that the works were completed on 1st December, in conformity with the written and verbal instructions which I had received. You remark that the number of Sub-Inspectors whom I employed, exceeds the number authorized to be employed by virtue of your formal instructions in that behalf.

While I freely admit that I have occasionally outstepped the limits assigned by my instructions in that particular, I must nevertheless flatter myself that when I explain the circumstances in which I was occasionally placed, you will find an excuse for my proceeding.

Not having been able to commence the works before October, I was bound to attend to that essential part of my instructions which enjoined me to open a road six leagues in length, by the first fall of snow.

Being naturally led to suppose that such works, to be executed in so short a time, would require the labor of at least sixty men, I could not hesitate a moment to violate my instructions so far as to take four trustworthy Sub-Overseers, particularly as I foresaw that I should be often obliged to absent myself, either to carry on my correspondence with your office, to prepare my Pay-lists, or to procure small notes and change for the amounts.

My position was moreover far different from that of persons conducting such works through new settlements, in which they find the workmen they require always at hand; I, on the contrary, had to traverse an uninhabited forest, and the commencement even of the road being at a certain distance from any settlement, I was obliged to procure workmen from a distance, and to be out in the woods at a rigorous season of the year.

I was called on to execute the work at a time when the Quebec and Richmond Railway Company were offering and giving six shillings, and even seven shillings and sixpence per day to laborers to complete the clearing of the sides of their road and their telegraph line, with the advantage of procuring provisions at much lower rates, and lodging accommodations, which were preferable to a camp in the woods. My laborers having to be found among the same population, could the number of them fail to be reduced very low? On the 18th November for instance my laborers struck and demanded seven shillings and sixpence per day.

Besides, as my instructions did not prescribe one uniform rate of wages, I could regulate that by the value of the work done; the Sub-Overseers worked, and the work done by Messrs. Bellveau and Poudrier principally, was better worth seven shillings and sixpence per day than that of most of my workmen was worth five shillings. Mr. Bellveau chopped with a party of men, and Mr. Poudrier piled the wood.

At least, Sir, if I have exceeded my instructions, I have the satisfaction of having done every thing in my power to execute the work with which you entrusted me, both speedily and economically.

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

(Signed,) P. N. PACAUD.

T. BOUTILLIER, Esq.,
Inspector of Agencies.

[*Translation.*]

ST. NORBERT D'ARTHABASKA, 13th December, 1854.

Sir,—I have the honor to acknowledge the receipt of your letter of 30th November last, together with the sum of £60, currency, for which sum I herewith send you the Vouchers.

I regret that the irregularities which have occurred in the transmission of the Mails, have occasioned the papers addressed to the place to be sent from one

office to another, on the line of Railroad, till now, and it was not without great trouble that I was at length able to obtain that what you had addressed to me. I trust, therefore, these reasons will suffice to convince you, that if I have delayed acknowledging the receipt of yours, it is the result of circumstances, and not of any negligence of mine.

It is quite impossible for me to send you my Pay-list to-day. Our Store-keepers, having only just made their purchases, I could not procure change for the two Checks forming the sum which I received. I can put off the Pay-day until Monday, without inconvenience, all the workmen having readily agreed to the delay.

I have the pleasure of informing you that the works on the Road were completely finished on the 1st instant, in conformity with your instructions; but I must add that not less than £40, currency, more will be required to pay the arrears, due to the workmen.

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

(Signed,) P. N. PACAUD.

T. BOUTILLIER, Esquire,
Inspector of Agencies.

P.S.—I have just received your letter of 12th November, and will answer it to-morrow.

(Signed) P. N. P.

[*Translation.*]

ST. NORBERT D'ARTHABASKA, 21st December, 1854.

Sir,—I have the honor to transmit to you herewith my last Pay-list, and to inform you that I was unable to pay the workmen immediately, firstly, because I could not procure change for the checks which I received, our storekeepers having just completed their purchases, and being in consequence without money, and next it was expedient to appoint a day on which I might meet all those to whom anything was due, and that I should have time to notify them of it.

I transmit to you the account for tools and other articles which I purchased on my own responsibility, but under the conviction that the circumstances would justify the proceeding. At least I must believe that if it is decided that I shall not be paid the amount of this account, I may hope to be paid for the use of the tools; for it was on the condition of furnishing the tools, that I was enabled to provide workmen at five shillings per day.

On a part of the axes M. C. A. Pacaud did not make a farthing profit, as he bought them of Messrs Stein, Triganne, and Goodhue, Traders at St. Christopher. The cable and block tackle are nearly new, and the pickaxes and hoes, as well as several of the axes, are fit for further service.

I venture to hope that you will remit the balance due to me as soon as may be possible.

In a few days I will send you a report concerning the road on which I have

directed the works; sickness and urgent business have hitherto prevented me from forwarding it.

I have the honor to be, &c.,

(Signed,) P. N. PACAUD.

T. BOUTILLIER, Esquire,
Inspector of Agencies.

P.S.—In my Pay-lists there is one workman to whom I always pay seven shillings and sixpence per day. That man performed the painful duty of climbing trees with the cable.

(Signed,) P. N. PACAUD.

[Translation.]

St. HYACINTHE, 8th January, 1855.

Sir,—I have the honor to acknowledge the receipt of the report which you have addressed to me, as Conductor of the works which you have caused to be done on the Chester road.

I feel a pleasure in congratulating you on the activity and energy which you have displayed in the opening of this road, at a rigorous season of the year, and in thanking you for the useful information which you give me in your excellent report, on the nature of the soil, and the timber found on your road, and on the advantages which these offer to the settler.

I enclose in this letter, a check on the Banque du Peuple, for the sum of £66 19s. 3d., currency, being the balance which you claim for your fees, the purchase of tools, &c., and for your several pay-lists.

As to the tools, &c., I beg that you will have the goodness to make and transmit to me a list of them, and to deposit them in a place of safety, of which you will inform me.

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

(Signed,) T. BOUTILLIER,
Inspector of Agencies.

P. N. PACAUD, Esquire.

[Translation.]

St. NORBERT D'ARTHABASKA, 20th January, 1855.

Sir,—I have the honor to acknowledge the receipt of your letter of 8th instant, as also of the sum of £66 19s. 3d., currency, a balance which I claimed for my fees, for the purchase of tools, and for pay-lists.

I beg to express my grateful feeling for the flattering approbation which you express of my proceedings in the opening of the road, in which I was the conductor of the works.

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

(Signed,) P. N. PACAUD.

T. BOUTILLIER, Esquire,
Inspector of Agencies.

[Translation.]

ST. NORBERT D'ARTHABASKA, 20th January, 1855.

Sir,—In my report relative to the opening of the road, commencing at the Craig Road and terminating at the Gosford Road, I omitted to mention that it might without inconvenience be made a main road (*chemin de front*). No road work would be thereby deranged, and it is the only means of ensuring its maintenance for the future. I must add that as it is possible the Government will cause this road to be finished, important as it is to the two roads between which it establishes a communication, it would be advisable to have the timber for the bridges prepared this winter. The expense would, in summer, be doubled, by the transport of timber from great distances; for you are aware that in this road there are lands of great extent completely covered with hard wood, and those lands have their rivers, streams, &c., which require to be bridged.

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

(Signed,) P. N. PACAUD.

T. BOUTILLIER, Esquire,
Inspector of Agencies.

[Translation.]

ST. HYACINTHE, 15th February, 1855.

Sir,—In answer to your letter of the 30th ultimo, I have to inform you, that your suggestion to convert your road into a main road (*chemin de front*) has been considered very judicious, and been duly appreciated by the Inspector, who will bestow all his attention on the subject.

With respect to the bridges, you will have the goodness to set about them immediately. Be so good as to inform this office of the number and dimensions of bridges required, of the mode of construction, and of the quality and value of the necessary timber. I am of opinion that, having decided upon the plan it would be most economical to give the work of getting out the timber to be done by contract, such a quantity to be delivered at such a time, received by you, and to be paid for as you receive it.

You must make choice of the best wood, and if Cedar should be scarce, you will use the best wood of another kind which you can procure.

You will state at the same time what amount of money you will require to be enabled to commence this work.

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

(Signed,) B. DE LA BRUÈRE,
Assistant Inspector of Agencies.

[Translation.]

St. NORBERT D'ARTHABASKA, 20th February, 1855.

Sir,—I have the honor to acknowledge the receipt of your letter of the 15th ultimo, and to inform you that I shall immediately take steps to procure the timber for the bridges, to make a minute examination of the streams, &c., in order to be enabled to furnish the information which you require from me.

As to the sum which I require to commence the works, if there is nothing to object to the proposal, I should wish to have Two hundred pounds, currency. Our mails are so irregular, and the difficulty of procuring change for the checks is sometimes so great, that I should wish to be able to take the advantage of any opportunity. Moreover, I am convinced that the works will require the expenditure of that sum.

Allow me to express to you my pleasure at seeing that the Government will continue these works. Besides the immense amount of good which they do in advancing the settlement of the Townships, they preserve us from the frightful spectacle of much misery, by furnishing work to a considerable number of new settlers, whose whole means of subsistence are exhausted.

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

(Signed,) P. N. PACAUD.

BOUCHER DE LA BRUÈRE, Esquire,
Assistant Inspector of Agencies.

[Translation.]

St. NORBERT D'ARTHABASKA, 8th March, 1855.

Sir,—I have the honor to inform you that after a minute examination, I have arrived at the conviction that it would be impossible for me to draw up an exact plan, or even to state precisely the number of bridges which would be required on the road. I must inform you that there is more than three feet snow in the Townships intersected, and that with such an obstacle it is impossible to state precisely all the places where small bridges (*culverts*) would be required to be constructed. It remained that I should ascertain whether the timber for these small bridges could be procured with as much economy when the snow should have partially disappeared. I am able to assure you that no inconvenience would result from that occurrence.

There are seven rather considerable bridges to be built on the road. There would be a great saving in causing the heaviest timber, at least, which is to be used in constructing them, to be drawn to their several sites.

With respect to the length of these bridges, and the quantity of wood requisite for them, both circumstances will depend on the plan adopted in their construction, and if I were permitted to offer a few suggestions on this head, I should give a decided preference to bridges built on tressels principally on these small streams which are enclosed between high precipitous banks, below which occur flats, covered by high floods; because, for one reason, the solidity of these bridges cannot be questioned especially in cases where there is no ground to apprehend danger from the breaking up of the ice, or in the descent of floating timber, as

on the small rivulets which intersect the road in question; and because, for another reason, by this plan of construction we may effect a considerable diminution of the declivities, which can now be done so effectually, as to stand against the action of the water. I take as an illustration of this, the bridges on the Arthabaska Road, where, from the middle to the foot of a hill, however inconsiderable, no work has withstood the action of the water. Moreover, the construction of these bridges is more simple and less costly, as they would be a saving of a considerable sum required by the shaping of the hill and the levelling of the piers. Finally, because this mode of construction, while requiring no more timber than would be requisite to build a bridge on piers, is better adapted to the kind of timber which must be made use of in making them. I mean spruce, which must be used on account of the scarcity of other kinds of timber which are more suitable. A bench constructed of spruce, except the head and bearing pieces, which should be of hemlock or cedar, would certainly last a long time.

I have received an offer to build these bridges on benches, making use of timber not exceeding one foot square, except for the road-way and side-guards, the Government supplying nothing, for six shillings and two-pence per foot, timber to be measured as used. This was the price paid in 1848 for the bridges on the Arthabaska Road, which only rest on piers. The price of labor and provisions is now double what it was then.

If you should approve of the mode of construction which I propose, I could draw up a plan, and ascertain the expense of the work.

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

(Signed,) P. N. PACAUD.

[*Translation.*]

St. HYACINTHE, 13th March, 1855.

Sir,—In answer to your letter of the 8th, which I received here yesterday, I hasten to inform you, that I entirely approve of your suggestions in reference to the mode of constructing the seven large bridges which you mention. If, however, any streams should occur in which bridges on benches would be in danger of being carried away, either by the ice or by trees which occasionally at certain times float down entire, or by the timber which is floated down, it would be important that they should be built with piers filled with stone.

I think myself bound to advise you not to make use of spruce timber in the construction of the bridges. You should be able, within a moderate distance, to find hemlock, cedar, tamarack, or ash, (the crown ash *frêne à bouquet*, is the best of the several species of ash,) so as not to be compelled to give up the use of durable timber.

With respect to the small bridges which you mention, I think it right to take the course which you recommend.

You will be pleased to inquire, or to go yourself and ascertain about what quantity of timber will be required, and make contracts for the hauling of it

with persons sufficient in number to guarantee the delivery of the materials on the sites of the several bridges. As the Government ought not to risk any loss, you will exact security for the fulfilment of the contracts, and as indemnity for the several advances which you think it expedient to make to the contractors.

I think it will be sufficient for the present to contract only for the squaring and hauling of the timber to the spot where it is required, and there to place it on blocks raised a little above the ground, with pieces of wood between the logs for its better preservation, in case it should not be used in the present year, for I am not yet certain, although I hope, that there will be an appropriation of money for these works.

I observe it is your opinion, that the bridges should be constructed of a considerable height, so as to diminish the ascent of the hills. I entirely approve of your views, for the reasons which you assign, and also because high bridges are less exposed to the accidents resulting from floods.

I enclose herewith, five checks for £10 each, to enable you to commence the execution of the present instructions, and I request, that you will write to me as early as possible, an account of the progress of the works.

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

(Signed,) T. BOUTILLIER,
Inspector of Agencies.

P. N. PACAUD, Esquire.

—
A True Copy.

T. BOUTILLIER, Esquire,
I. of A.

R E T U R N

To an Address from the Legislative Assembly of the 8th ultimo; for Copy of Correspondence relative to Claim preferred by the Honorable Mr. Chief Justice Bowen, to a higher rate of Emolument than he has received, since 1849.

By Command.

GEO. ET. CARTIER,

Secretary.

SECRETARY'S OFFICE,

Quebec, 10th April, 1855.

SECRETARY'S OFFICE.

Montreal, 24th October, 1849.

Sir,—The Governor General, in order to meet in so far as it lays in his power your wishes, as expressed in your letter of the 13th August last, wherein you state that your removal to Montreal as Puisne Judge of the Court of Queen's Bench, under the 12th Vic. cap. 37, would be in your case extremely difficult and onerous, has commanded me to offer for your acceptance the office of Chief Justice of the Superior Court, under the 12th Vic. cap. 38, which will not put you to the necessity of removing to Montreal. I am further to add that the Salary attached to that Office will be £1000, currency, per annum.

I have the honor to be,

Sir,

Your most obedient Servant,

(Signed,) JAMES LESLIE,

Secretary.

Honorable Mr. Justice BOWEN,
&c., &c., &c.,
Quebec.

QUEBEC, 26th October, 1854.

Sir,—I have the honor to acknowledge the receipt of your letter, dated the 24th instant, in which you communicate, by command of His Excellency the Governor General, that he has been pleased to desire you to offer for my acceptance, the office of Chief Justice of the Superior Court, under the 12th Vic. cap. 38, which will not put me to the necessity of removing to Montreal, and which in my letter of the 13th August last, I then stated would be extremely difficult and onerous to me. I have also to request you will be pleased to express my sincere acknowledgments to His Excellency, and my willing acceptance of the Office upon the terms as stated.

At same time, I trust I may not be considered unreasonable or mercenary, if, after having served for a period exceeding forty years, first as Attorney General, and thirty-eight as a Judge in the highest Courts of the Province, I venture in consequence of the more arduous and highly responsible duty which will devolve upon me as such Chief Justice, to assert my claim to receive a Salary greater in amount than the Puisné Judges of the same Court, and such as has always been attached to the office of Chief Justice at Montreal, inferior much in amount to that of the Chief Justice of the Province, the possibility in no wise inferior in point of duty and responsibility. The mere title of Chief Justice, will necessarily entail additional demands and expenses upon the person holding that office. I may refer with confidence to my Memorials of Record in the office of the Governor's Secretary, to show that not less than three of the Secretaries of State for the Colonies, have considered me as entitled to remuneration for the loss of the office of French Translator to Government, in 1825, an office conferred on me to compensate, though in a very trifling degree, for the loss of that of Attorney General, under circumstances which it is not necessary here to repeat, the which compensation has never been made to me. Relying therefore, with entire confidence upon the wisdom and justice of His Excellency, I trust he will be pleased to cause the office to be maintained on that footing of respectability, in point of Emolument, which has hitherto been invariably observed.

I have the honor to subscribe myself,

Sir,

Your most obedient Servant,

(Signed,) EDWARD BOWEN.

Honorable JAMES LESLIE,
Provincial Secretary, Montreal.

SECRETARY'S OFFICE,

Toronto, 12th December, 1849.

Sir,—I have the honor by command of the Governor General, to inform you that the 24th of the present month, having been fixed and appointed by His Excellency in Council, as the day upon which the recent Judicature Acts are to take effect, the requisite proclamations have been issued, and instructions given for the preparation accordingly, of your Commission as Chief Justice of the Superior Court, under the 12th Vic. cap. 38.

I have the honor to be,

Sir,

Your most obedient Servant,

(Signed,) J. LESLIE,
Secretary.

The Honorable Mr. Justice BOWEN,
&c., &c., &c.

SECRETARY'S OFFICE,

Toronto, 24th December, 1849.

Sir,—I have the honor to transmit to you, by command of the Governor General, Her Majesty's commission, under the great seal of this Province, appointing you Chief Justice of the Superior Court, under the 12th Victoria, chapter 38; and I am further commanded by His Excellency to add that your residence, under your present commission, is to be in Quebec, as understood at the time the office was tendered by His Excellency for your acceptance, and was accepted by you.

His Excellency commands me also to inform you that the subject of the circuit allowance heretofore made to the Judges, to defray their travelling expenses, has for some time back engaged the attention of the Government, and that it is probable that the subject may be brought before Parliament at its next session.

During the incumbency of the Honorable Mr. Justice Rolland, as Judge of the Queen's Bench for Lower Canada, your salary as Chief Justice of the Superior Court will be £1000, as heretofore.

You will be good enough to acknowledge the receipt of this letter and enclosure at your earliest convenience.

I have the honor to be, Sir,

Your most obedient Servant,

(Signed,) J. LESLIE,
Secretary.

Honorable E. BOWEN,

Chief Justice of the Superior Court, &c., &c.,
Quebec.

To His Excellency the Right Honorable *James*, Earl of *Elgin* and *Kincardine*,
Governor General of British North America, &c., &c., &c.

The Memorial of Edward Bowen, of the City of Quebec, Chief Justice of the Superior Court, for that part of the Province of Canada called Lower Canada.

Most respectfully sheweth ;

That your Excellency's Memorialist is now in the thirty-ninth year of his professional service as one of Her Majesty's Judges, having during that period sat in the different Courts of Law, exercising as well Civil as Criminal Jurisprudence in Lower Canada, also in the Court of Appeals in quality of an Executive Councillor, and subsequently in the same Court as a Judge in Appeal, in virtue of the statute 17 Vic., cap. 18, he being now the oldest Judge not only of this Province but of any part of Her Majesty's very extended dominions.

That Your Excellency's Memorialist when offered the office which he has now the honor to hold, was under the not unreasonable expectation that the same salary heretofore enjoyed by the several Chief Justices who preceded him, would as a matter of right have been allowed him, the office requiring and necessarily involving a greater expenditure in a pecuniary point of view, than that of a Puisné Judge, and also a very much higher responsibility.

That being very much advanced in years, and possessing a large family wholly unprovided for, the additional pay of £250 per annum, which in the course of

nature cannot long be claimed, could not be felt as a burden to the Province, and may with great justice be claimed as a matter of strict right.

That in the last session of the Provincial Parliament, an Act, the 12th Victoria, cap. 63, was passed, whereby the salaries of the Judges in that part of the Province called Upper Canada, were secured to them, with retiring pensions after fifteen years service, as in England; additional Courts created, and amongst other the provisions of the said Act, a Chief Justice for the new Court of Common Pleas, was appointed, with a salary corresponding in amount to that now claimed by Your Excellency's Memorialist, and such as had been always paid to his predecessors in office.

That by an Act passed in the Imperial Parliament, the 4th and 5th William IV., cap. 24, retiring pensions were established for all the ordinary civil officers of the Government, upon a graduated scale from ten years to fifty years service, at which last period, they were entitled to retire upon the full pay of the office they then enjoyed, whatever might be its amount, and those from forty and under forty-five years service to ten-twelfths of their pay.

That as a Judge, under the precedent so established for Upper Canada, Your Excellency's Memorialist might have claimed his retirement at the expiration of fifteen years, but having now served Government forty-two years, first as Attorney General, and subsequently as Judge, should he claim such retirement it could not with reason be refused, in which case the necessary expense to the Province instead of £250 now sought for, would be from £1600 to £1800 per annum, but which retirement, owing to the expenses incident to a large family, he is unable to claim.

That Your Excellency may be pleased therefore to take this memorial into your favorable consideration, and to do thereon what may seem right and fitting in the premises, is the prayer of

Your Excellency's most obedient humble Servant,

(Signed,) EDWARD BOWEN.

Quebec, 15th June, 1850.

SECRETARY'S OFFICE,

Toronto, 14th October, 1850.

Sir,—In reply to your Memorial of the 15th June last, transmitted by the Honorable Mr. Morin, praying that an increase of £250 might be made to your salary as Chief Justice of the Superior Court in Lower Canada, I have the honor, by command of the Governor General, to refer you to my letter of the 24th October last, in which it is expressly mentioned that your salary had been fixed at £1000; and I am to state that His Excellency regrets that he cannot entertain your application favorably.

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

(Signed,) J. LESLIE,
Secretary.

Honorable Mr. CHIEF JUSTICE BOWEN,
&c., &c., &c., Quebec.

N.B.—At the above date the statute 14 and 15 Victoria, chapter 173, which fixed the salary of the Chief Justice of the Superior Court at £1200, had not been passed.

QUEBEC, 30th April, 1853.

Sir,—I have to request that you will call the attention of His Excellency the Governor General, to the fact that the Salary hitherto paid to me as Chief Justice of the Superior Court for Lower Canada, has been less by £200, currency, per annum, than that provided by Law, for an incumbent of that office, appointed as I was, previous to the 10th August, 1850.

Until very recently, it entirely escaped my notice that such was the case, otherwise, I should have felt it my duty to call His Excellency's attention to the fact at an earlier period.

By the Civil List Act of 1846, (9 Vic. cap. 114,) it was provided, that the Salary of any future Chief Justice of Montreal, or of Quebec, as the case may be, should be £1200, currency.

On the 24th December, 1849, I was appointed to the office of Chief Justice of the Superior Court for Lower Canada, created by 12 Victoria, chapter 38, which abolished the then existing Courts of Queen's Bench in Lower Canada, without any provision having been made by Law for the payment of my salary as such.

I now perceive, however, that the Act 14 and 15 Victoria, chapter 173, intitled, "An Act to amend the Act for granting a Civil List to Her Majesty," while it provides that the salary of a Chief Justice of the Superior Court for Lower Canada, appointed after the 10th August, 1850, shall not exceed £900, contains a declaration to the effect that the Chief Justice of that Court, shall be the functionary whose salary shall be payable under the Act 9 Victoria, chapter 114, instead of the Chief Justice of Quebec or Montreal therein mentioned.

The words of the clause are these:—

"The salary of any Chief Justice, &c."

The salary legally payable to me therefore, in virtue of my appointment on the 24th December, 1849, to the office I have now the honor to hold, has been that indicated in the second column of schedule A, to 9 Victoria, chapter 114, as that of the "Chief Justice of Montreal or of Quebec, as the case may be," appointed subsequently to the passing of that Act, that is to say £1,200 Currency per annum, instead of £1,000 Currency only, which I have received.

You will oblige me by conveying to His Excellency my respectful request that he will direct payment to be made to me of the sum required to complete my salary to the above amount of £1200 Currency per annum, during the time I have held the office in question.

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

(Signed,) EDWARD BOWEN.

The Honorable FRANCIS HINCKS,
Inspector General, &c., &c., &c.

SECRETARY'S OFFICE.

QUEBEC, 7th November, 1853.

Sir,—His Excellency the Administrator of the Government, having given his attentive consideration, in Council, to your application, submitting a claim for the difference of £200 per annum, between your present salary of £1000, and that to which you conceive yourself entitled under the Civil List Act, 9 Victoria, chapter 114, and 15 Victoria, chapter 173, amending the said Act, I have received

His Excellency's commands to inform you in reply, that he has not been advised to entertain your claim.

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

(Signed,) J. O. CHAUVEAU,
Secretary.

The Honorable Mr. CHIEF JUSTICE BOWEN,
&c., &c., &c.

No. 294.

INSPECTOR GENERAL'S OFFICE,
Quebec, 18th November, 1853.

Sir,—I have the honor to inform you, that your letter addressed to me bearing date 30th April last, setting forth, that the salary hitherto paid you as Chief Justice of the Superior Court for Lower Canada, has been less by £200 currency, per annum, than that provided by law for an incumbent of that office, appointed as you were previous to the 10th August, 1850, having been referred to the consideration of the Law Officers of the Crown, His Excellency the Administrator of the Government has been advised by a Report signed by the Attorneys General for Lower and Upper Canada, and by the Solicitor General for Lower Canada, that, following the passing of the Acts 12 Victoria, chapters 37, 38 and 40, which materially alter the system of Judicature in Lower Canada, but which contain no reference to the salaries of the Judges, a correspondence took place between you and the Honorable the Executive Government, by which it appears that on the 24th October, 1849, the office of Chief Justice of the Superior Court under the Act 12 Victoria, chapter 58, was tendered for your acceptance, and that at the same time it was expressly stated to you that the salary intended to be attached to such office was £1000; that in your letter in reply bearing date 26th October, 1849, you express your willing acceptance of the office upon the terms as stated; that the salaries of the Judges of the Court of Queen's Bench and of the Superior Court of Lower Canada, being undetermined by any special Legislative enactment, an order was made by His Excellency the Governor General in Council, on the 24th, December, 1849, fixing the salaries of the Judges of these Courts, in which order it is stated, "the salary of Chief Justice Bowen to be £1000, currency, per annum, during the incumbency of Mr. Justice Rolland, and on the death or resignation of the latter Judge the salary of the Chief Justice of the Superior Court to be £1250 per annum."

That the Act 14 & 15 Victoria, chapter 173, upon a part of the first section of which you rest your claim, was passed for the express purpose of reducing the salaries of all the High Executive and Judicial Functionaries of Canada, except those who had been appointed before the 10th August, 1850; that the particular words cited by you, viz:—"and the Chief Justices of the said Courts shall be the Functionaries whose salaries shall be payable under the said Act, instead of the Chief Justice of Lower Canada and the Chief Justice of Quebec or Montreal therein mentioned," cannot properly be interpreted in your favor.

1stly. Because it is evident that these words were used for the purpose of designating the Functionaries who would receive the reduced allowance, viz:—the Chief Justice to be appointed after the 10th August, 1850; and that they do not apply to those Judges who were appointed previous to that date and of whom no mention is made in the Statute.

2ndly. Because the salaries referred to in this enactment are not those which were payable under the Civil List Act as it originally stood, but as it was amended by the Statute now under consideration.

3rdly. Because the manifest intention of the Legislature in passing this Act would be defeated by making it instrumental to increase the salaries of the very Functionaries for the reduction of whose emoluments and for no other purpose it was passed.

4thly. Because any doubt which could have arisen as to the interpretation to be put upon these words has been removed by the sanction which the Legislature has given to the annual payment of £1000, made to Chief Justice Bowen in every session which has taken place since his appointment, as well since as before the passing of the Act referred to.

I have only to add that the Report of which the above is the substance, has induced a decision on the part of His Excellency the Administrator of the Government in Council, unfavorable to your claim, as you have, I presume, been already informed by the Honorable Provincial Secretary.

I have the honor to be, Sir,

Your most obedient Servant,

(Signed,) F. HINCKS,
Inspector General.

To the Honorable Mr. JUSTICE BOWEN,
&c., &c., &c.

QUEBEC, 29th November, 1853.

Sir,—I have the honor to acknowledge the receipt of your letter of the 18th November instant, in reply to mine of the 30th of April last, in which you state that His Excellency the Administrator of the Government, has been guided by a report of the Law Officer of the Crown, the substance of which is embodied in your letter, to a decision in Council, unfavorable to my view of the legal effects of certain enactments in the Provincial Statutes 9th Vic., cap. 114, and 14 & 15 Vic., cap. 173, in relation to my salary as Chief Justice of the Superior Court for Lower Canada.

It is as far from being my wish, as it would be inconsistent with the position I have the honor to hold, to become or even appear to be, a Suitor to His Excellency, for an increase of Salary or other favor, but having submitted to His Excellency in my letter to you of the 30th April last, briefly the grounds on which my conclusion was based, that the full amount of the Salary legally due to me, has not been paid, and seeing nothing in the statements of the Crown officers to induce me to alter my deliberate opinion on the subject, I think it due to myself as well as to His Excellency, to point out to him what I conceive to be the erroneous nature of the statements and arguments upon which the Report of those learned gentlemen is founded.

The first argument of the Crown Officers, is based upon my "willing acceptance" of the Office of Chief Justice, at a Salary of £1000 per annum (the same Salary I then enjoyed as Puisné Judge.) My answer to this is, that inasmuch as the Court of which I was then a Judge, had been abolished by an Act of Parliament, and as the learned gentlemen themselves admit, there existed no legal provision for the Salaries of the Judges of the Court, created in its stead;

I therefore found myself in a position of absolute dependence upon the will and pleasure of the Government, for an appointment to any office whatever, and might well be expected to accept with pleasure that of Chief Justice of the Superior Court, on almost any terms as to Salary. Nevertheless, my letter of acceptance of the 26th October, 1849, contains an unequivocal claim to be paid the Salary of a Chief Justice. Since that time, the Legislature, however, has repaired the oversight, declaring the constitutional protection to the independence of "one Chief Justice of Montreal, or of Quebec, as the case may be," secured by 9th Vic., cap. 114, available to the Chief Justice of the Superior Court of Lower Canada, appointed before the 10th August, 1850, and I have the right to claim the benefit of that declaration.

The next argument is, that the Act 14 & 15 Vic., cap. 173, was passed for the express purpose of reducing the Salaries of all the high Executive and Judicial Functionaries of Canada, except those who had been appointed before the 10th August, 1850.

How this argument can be supposed to support a conclusion adverse to my claim, I am at a loss to conceive, inasmuch as the date of my appointment, 24th December, 1849, gives me the benefit of the exception, instead of leaving me to the operation of the Rule, both of which I admit to have been correctly stated.

It is next said, that the "particular words" of the Act 14 & 15 Vic. cap. 173, which I have cited, cannot be freely interpreted in my favour, for four several reasons, which I will proceed to examine and answer as they are given seriatim, premising, however, that the words I am represented as having cited particularly are not contained at all in my letter, and form only the latter half of the Clause which I have quoted the first few words, referring to the remainder by an "&c."

I rely, of course, not upon "particular words," but upon the whole of the clause, taken as it ought to be taken, in its true spirit and meaning, which are unmistakable, and in its connection with the rest of the Act of which it forms part.

The first reason given is, "Because it is evident that these words were used for the purpose of designating the Functionaries who would receive the reduced allowance, viz.:—The Chief Justice to be appointed after the 10th of August, 1850, and that they do not apply to those Judges who were appointed previous to that date, and of whom no mention is made in the Statute."

In reply to this, I need only refer to the Clause itself, on perusal of which it will clearly appear, that the reduced salaries will be payable to the Chief Justices appointed after the 10th August, 1850, under the Act in which it is contained, and that therefore, it must be those appointed before that date whose salaries are made payable under the said Act 9 Vic. cap. 114. The effect of the construction now sought to be put upon the latter part of the Clause would be to make it contradict the former half, and if extended, as it must necessarily be, to the similarly worded portions of the section, to do away with all legal authority for the payment not only of my salary, but also of that of the late Chief Justice of Lower Canada, the present Chancellor of Upper Canada, and the Puisné Justices of the Superior Court for Lower Canada, appointed before the 10th August, 1850, to all of which Officers, it appears to me, to have been the object of the Act, to extend retrospectively as well as prospectively by the protection of the Act 9 Vic., cap. 114.

The second reason given is, "Because the Salaries referred to in its enactments are not those which were payable under the Civil List Act, as it originally stood, but as it was amended by the statute now under consideration."

This reason is only a corollary from the former; it is however suggestive of two remarks upon the words quoted by the Crown Law officers, viz.:

1st.—That they name the “Chief Justices of the said Courts” generally, whereas the previous words referred to Chief Justices to be appointed after a certain date only, so that if they relate to these at all they cannot relate to them exclusively.

2nd.—That they refer to the said Act (9 Victoria, chapter 114) purely and simply, and not “to the said Act as amended by this Act,” which it would be absolutely necessary that they should do, in order to sustain in the least the construction put upon them by the learned gentlemen.

The third reason given is, “Because the manifest intention of the Legislature on passing this Act would be defeated by making it instrumental to increase the salaries of the very functionaries for the reduction of whose emoluments, and for no other purpose, it was passed.”

How this objection can possibly be brought to bear upon the interpretation put by me upon the clause under consideration, I am utterly at a loss to conceive, unless indeed it be taken to mean that inasmuch as there was no legal provision for the salaries of the Chief Justices and Judges in office at the time of the passing of the said Act, it cannot consistently with the purpose for which it was passed, be construed so as to make such provision.

The fourth reason given is, “Because any doubt which could have arisen as to the interpretation to be put upon these words have been removed by the sanction which the Legislature has given to annual payment of £1000, made to Chief Justice Bowen in every session which has taken place since his appointment, as well since as before the passing of the Act referred to.”

Three sessions only have taken place since my appointment, two of these preceded and one only has followed the passing of the Act in question, which was reserved for the Royal Assent on the last day of the Session of 1851. No action on the part of the Legislature in Sessions preceding its enactment can fairly be invoked as having “removed any doubt which could have arisen as to the interpretation to be put upon the words” of a Statute, whatever may be said or thought of the effect of any such action in subsequent sessions.

How far the mere fact of the Public Accounts for 1852 having been laid before Parliament, without any notice of the merely partial payment of my salary having been elicited, amounts to a Legislative interpretation of the provisions of the 14th and 15th Victoria, chapter 173, I am not called upon to enquire, inasmuch as the authority claimed for such payment in these accounts, as well as in the accounts for 1850 and 1851 was schedule A of 9 Victoria, chapter 114.

The sanction of Legislative interpretation can hardly be invoked on so slight a ground, in support of the position that I am entitled to £1000 per annum only as Chief Justice of the Superior Court of Lower Canada, in virtue of Schedule A to 9 Vic. cap. 114, still less can the circumstance be relied upon as affording any interpretation of 14 and 15 Vic. cap. 173; yet strange to say, it is invoked by the Law Officers of the Crown in support of their assertion, that I am not entitled to any salary at all under either of these Acts, but only to £1000 per annum “under the order in Council of the 24th December, 1849, fixing the salaries of the Judges of these Courts,” in which order it is stated the salary of Chief Justice Bowen to be £1000 per annum during the incumbency of Mr. Justice Rolland, who is to receive £1250, and on the death or resignation of the latter Judge, the salary of the Chief Justice of the Superior Court, to be £1250.

For these and other reasons which might readily be adduced, were it not from the fear of making this communication over lengthy, but feeling more and more strengthened in the conviction, that in virtue of 9 Vic. cap. 114, as amended by

14 and 15 Vic. cap. 173, I became, and am legally entitled to a salary of £1200 per annum from the date of my appointment as Chief Justice of the Superior Court for Lower Canada. I have now to request that His Excellency, the administrator of the Government, may be advised to refer the subject anew to the Law Officers of the Crown, inasmuch as in my letter of the 30th April last, my claim (which then, as now, I consider undeniable,) was but briefly stated, trusting that upon a reconsideration of the matter in the light wherein it is now confidently submitted, a favorable report will yet be obtained.

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

(Signed,) EDWARD BOWEN.

The Honorable FRANCIS HINCKS, Esquire,
Inspector General,
&c., &c., &c.

(Copy.)

QUEBEC, 1st February, 1854.

Sir,—Having attentively considered the question which you did me the honor to submit to me touching the operation of the two Acts 9 Vic., cap. 114, granting a Civil List to Her Majesty, and the 14 & 15 Vic., cap. 173, amending it, as regards your Salary as Chief Justice of the Superior Court for Lower Canada, I am of opinion that you are legally entitled to a Salary at the rate of £1200, currency, per annum, from the 13th March, 1852, when the amending Act came into force.

The 9 Vic., cap. 114, was passed before the change in the Judicature of Lower Canada, by which the Superior Court over which you preside, was constituted. By this Act, the Salary of the Chief Justice of Quebec, (or of Montreal, as the case might be,) was fixed at £1200, if the incumbent be appointed after the passing of the Act. Subsequently to this Act, but before the passing of the Act 14 & 15 Vic., cap. 173, amending it, the Office of Chief Justice of Quebec (or Montreal,) was abolished by 12 Vic., cap. 38, and the Superior Court was established. The Office of Chief Justice of the Superior Court was offered to you by the Government of the day, and there being then no legal provision as to the Salary to be attached to the Office, you were informed that your Salary would be One thousand pounds, currency, during the incumbency of Mr. Justice Rolland as Judge of the Court of Queen's Bench for Lower Canada, for the Salary attached to which office there was also no legal provision. You accepted this offer on the terms above-mentioned, expressing at the same time your trust that the Government would thereafter cause the office to be placed on the same footing as to Salary as that of former Chief Justices in Lower Canada.

On the 13th March, 1852, the Act 14 & 15 Vic., cap. 173, amending the 9 Vic., cap. 114, came into force, and among other things, fixed the salaries of the Chief Justice and Justices of the Superior Court, touching which the former Act had not made and could not make any provision. The Salary of any Chief Justice of the Superior Court, appointed after the 10th August, 1850, is fixed at £900, currency, per annum, and the Salary of such Justice, if appointed before that day, is fixed, by declaring, that such Chief Justice shall be the Functionary whose Salary shall be payable under the amended Act, (9 Vic., cap. 114,) instead

of the Chief Justice of Quebec or Montreal, therein mentioned; and inasmuch as the said Act fixes the Salary of the Chief Justice of Quebec, (or Montreal,) appointed after the 11th October, 1847, at £1200, this last sum must be the Salary attached by the Legislature to your Office, from the coming into force of the amending Act. Any other construction than this, would involve the absurd conclusion that the Legislature has not fixed the Salary of any one of the Judges in Lower Canada, appointed before the passing of the amending Act, one of the main objects of which must have been the fixing of these very Salaries; and one of the consequences to which such construction would lead, is that the Government is now paying every Chief Justice and Judge in Lower Canada, except Mr. Justice Caron, (who alone was appointed after the amending Act came into force,) and the four Judges for whose Salaries provision is made by annual grants, for the contingent expenses of the Administration of Justice, Salaries which are not authorized by law.

No annual grant has, since the passing of the amending Act, been made by the Legislature, for the Salaries of Judges of the Superior Court, or of the Queen's Bench, or for those of the Chief Justices of either Court.

These Salaries are therefore paid either without authority or under the authority of the amending Act, and the case of all these Judges is the same as your own in this respect, for they were all appointed after the 11th October, 1847, and before the 10th August, 1850.

This appears to me to be the true legal view of the question; nor does it seem to me that your position is affected by the correspondence between the Executive Government and yourself, contained in the letters of the 24th October, 1849, from Mr. Secretary Leslie to you, and your answer of the 26th of the same month.

There being then no legal provision on the Subject, you accepted the Office at the Salary mentioned in the Secretary's letter until your Salary should be fixed by law, you expressed your hope that the Government would cause it to be so fixed on a better footing. The Government subsequently brought in the amending Act 14 & 15 Vic., cap. 173, by which, in accordance with the hope you expressed, your Salary has been fixed at £1,200, currency, per annum, and as the Government would have had no power after that Act to pay you the £1,000 a year if that Act had fixed your Salary at £900, so neither has it any power to reduce it to £1,000 when the Act has fixed it £1,200, in other words, the Executive Government has no dispensing power by which it can set aside the provisions of an Act of Parliament.

I have carefully considered the reasons assigned for an opinion at variance with that which I am now giving, in report of the Attorney & Solicitor General for Lower Canada, and by the Attorney General for Upper Canada, referred to in Mr. Inspector General Hincks' letter to you of the 18th November last, and upon which a decision adverse to your claim was given by the Administrator of the Government in Council, and I am humbly of opinion that the propositions on which that decision purports to have been based are wholly untenable and inconsistent with the interpretation which the Government itself has, as I have already shown, put upon the Acts in question, in the case of every Lower Canadian Judge except yourself.

I differ from you as regards the period from which you can claim salary at the rate of £1200 per annum. From the date of your appointment, in December, 1849, to the 13th March, 1852, when the amending Act came into force, during which period there was no legal provision on the subject, I think you can only claim salary at the rate which the Executive Government had on its own responsibility fixed.

I return the papers which you had handed me, and am, Sir,
Your very obedient Servant,

(Signed,) H. BLACK.

The Honorable CHIEF JUSTICE BOWEN,
&c., &c., &c.

QUEBEC, 10th February, 1854.

Sir,—I have carefully perused the papers submitted by you to the Honorable Henry Black, and likewise the opinion of that Gentleman upon the question of your salary.

I concur fully in the opinion of Mr. Black, that the law fixes your salary at the sum of £1,200 a year, but differ reluctantly and with great diffidence from him as to the period from which you are entitled to claim arrears.

The 9 Vic., cap. 114, sec. 4, regulated the salaries of the Judges under the then Judicature system, and provided for a reduction of salary to future incumbents in the office corresponding with the one you now hold. The abolition of these offices by the 12 Vic. cap., 38, rendered inoperative for the future, the provisions for the judicial salaries contained in the 9 Vic. cap. 114, sec. 4. The new judicial offices were without salaries attached to them. A farther reduction in the salary of Judges is deemed expedient by the Legislature, and the occasion would seem to have been opportune when fixing a salary to a new office to carry out their views of reduction, nevertheless the Legislature apparently impressed with the justice of treating the new judicial offices as merely substituted to those abolished as they were in fact, enacts by the 14 & 15 Vic. cap. 173, that the provisions of the 9th Vic. cap. 114, shall apply to the newly created judicial offices, and that the reduction in salary provided for by that Act shall affect incumbents named after the 10th August 1850, only.

The effect of this is, in my opinion, retroactive to the period of creating the office, and I am therefore of opinion that your claim to arrears dates back to the period of your appointment.

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

(Signed,) A. STUART.

The Honorable CHIEF JUSTICE BOWEN,
&c., &c., &c.

R E T U R N

In part to an Address from the Legislative Assembly, of the 15th December, 1854; for Statement of Registry of certain Vessels, and of seizures and penalties for contravention of Customs Laws.

By Command.

GEO. ET. CARTIER,

Secretary.

SECRETARY'S OFFICE,

Quebec, 16th April, 1855.

(No. 15.)

INSPECTOR GENERAL'S OFFICE,

CUSTOMS DEPARTMENT,

Quebec, 2nd March, 1855.

Sir,—I have the honor to transmit herewith a List or Schedule of Vessels registered in Canada, and reported as so registered to this Department, between the 1st of January, 1846, and the 31st of December, 1854; and also a List of the Vessels registered at the Port of Quebec, from the 1st of January, 1847, to the 31st December, 1854, of which the Registries are not recorded in this Office, but which has been furnished by the Collector of Customs at Quebec, the whole prepared in compliance with an Address of the Legislative Assembly of the 15th December last, in so far as relates to the Registry of such Vessels.

I have the honor to be, Sir,

Your obedient Servant,

R. S. M. BOUCHETTE.

The Honorable G. E. CARTIER,
Provincial Secretary,
&c., &c., &c.

SCHEDULE of VESSELS REGISTERED at the UNDERMENTIONED PORTS in the PROVINCE of CANADA, exclusive of the Port of Quebec, since the 1st January, 1846, down to 31st December, 1854. Shewing the designation of each Vessel, whether Ship, Brig, Steamer, &c. the Tonnage, the date of Registration, and the place to which such Vessel belongs; and also, in cases of Registry *de novo*, the date of such Registration and the difference in Tonnage, name or otherwise between the Original and the new Registry, and the grounds upon which such Registration *de novo* was applied for.

NAME OF VESSEL.	DESIGNATION.	TONNAGE.	PORT OF REGISTRATION.	DATE OF REGISTRATION.	REMARKS.
Agnes Ann, of Goderich	Schooner	51	Port of Goderich	April 23, 1847	
Annexation	do	91	do	July 11, 1850	
Ann Jane Brown	do	99 ⁰⁰	do	January 31, 1846	
Accor	do	49 ³	do	July 29, 1850	
Albion	do	36	do	August 28, 1848	
Amelia	do	105 ¹	do	April 30, 1850	
Adventure	do	21	do	August 21, 1845	
Albion	do	52 ⁶⁴	do	December 26, 1848	
Atlantic	do	118 ²⁰⁸	do	March 12, 1849	
Ann Eunice	do	60	do	do 3, 1851	
Augusta	Steamer	41 ²⁹³⁹	do	February 7, 1848	
Admiral	do	288 ³⁷⁶	do	May 4, 1846	
America	do	221 ¹⁸³	do	do	
Adventure	do	111 ³⁴⁷	do	do	
Anna Maria	do	49	do	do	
Albert	Schooner	74 ¹⁹⁹⁰	do	January 9, 1849	
Alert	do	51	do	October 20, 1852	
Atlas	do	74 ³⁵⁹⁰	do	March 10, 1853	
Admiral	do	176 ¹⁵⁵²	do	do	
Belfast	Steamer	137	do	May 10, 1854	
Buckeye	do	126 ³⁰³	do	do 4, do	
Black, Wm.	do	67 ³⁰³⁹	do	March 9, 1848	
Bruce	do	210 ³⁷⁶	do	April 25, 1849	
Bristol	Barge	98 ¹⁶⁶¹	do	June 12, 1850	
Brantford	do	109 ³⁷⁶	do	July 8, 1847	
	do	29 ¹⁰	do	May 28, 1848	
	do		do	April 9, 1846	
					No Registries <i>de novo</i> have been recorded.

SCHEDULE of VESSELS REGISTERED at the undermentioned PORTS in the PROVINCE of CANADA, &c.—(Continued.)

NAME of VESSEL.	DESIGNATION.	TONNAGE.	PORT of REGISTRATION.	DATE of REGISTRATION.	REMARKS.
Britannia	Steamer	961567	Port of Kingston	October 2, 1848	
Breeze	Brigantine	240	do Hamilton	November 25, 1846	
British Queen	do	2473191	do Kingston	April 2, 1849	
Britannia	Sloop	2765200	do Hamilton	August 15, 1848	
Beagle	Steamer	9413430	do Kingston	March 12, 1853	
Brothers	Schooner	57	do Goderich	July 15, 1854	
Britannia	Steamer	2765200	do Hamilton	August 15, 1848	
Caroline Milford, of Brantford	do	183600	do Dunville	January 27, 1847	
City of Hamilton	do	2403500	do Kingston	December 6, 1847	
Cataroqui	do	973000	do do	October 31, 1849	
Chieftain	do	763300	do do	January 4, 1848	
Comet	do	3863255	do do	December 15, 1847	
City of Kingsc.	do	1503700	do Toronto	August 30, 1845	
Cobourg	do	3173700	do do	January 21, 1846	
City of Toronto	do	3493700	do do	May 23, 1850	
Credit Chief	Schooner	803300	do Credit	November 25, 1846	
Clyde	do	114	do Hamilton	January 20, 1848	
Chief Justice Robinson	do	107	do do	August 27, 1845	
Do	do	3151199	do Toronto	July 23, 1849	
California	Schooner	1753513	do Kingston	July 9, 1848	
Christiana	do	282	do Sarnia	May 19, 1850	
Carlton	do	223500	do Toronto	May 29, 1847	
Clifton	do	1421554	do do	July 29, 1848	
Ceres	do	993300	do do	September 27, 1847	
Clyde, of Kingston	Barge	983300	do Brockville	August 30, 1848	
Golden	do	1073637	do Kingston	do do	
Commerce	Steamer	2363500	do do	do do	
Charlotte	Barge	851130	do Montreal	May 21, 1852	
Cork	do	1033836	do Kingston	November 1, 1848	
Champion	Steamer	1271507	do Montreal	June 29, 1852	
Caroline Marsh	Schooner	224230	do Hope	May 10, do	
Caledonia	Steamer	109	do Kingston	April 12, do	
Catherine and Margaret	Schooner	27	do Goderich	June 22, 1853	

No Registries *de novo* have been recorded.

Caledonia	do	973304	do Montreal	December 27, 1853	
Carrier Dove	do	1103534	do Kingston	October 25, 1854	
Dann, of Brockville	Steamer	168	do Brockville	November 8, 1847	
Dover	do	38204	do Dunnville	June 26, 1850	
Despatch	do	1803700	do Toronto	February 24, 1848	
Defiance	Schooner	261177	do do	September 27, do	
Duke of Wellington	do	575668	do Wellington	May 17, 1847	
Doon	do	913300	do Kingston	April 4, 1851	
Dumfries	do	1153454	do Toronto	July 14, 1848	
Dundee	Barge	1223700	do Kingston	February 12, do	
Diligence	do	781323	do Montreal	November 27, 1854	
Emerald	Schooner	96	do do	October 24, 1844	
Experiment	Steamer	77	do Chippawa	do do	
Eclipse	do	198322	do Toronto	November 17, 1848	
Ellen	do	62	do Milford	May 4, 1846	
Empire	Schooner	2483377	do do	April 28, 1850	
Europe	do	127322	do Toronto	July 5, 1849	
Elizabeth	do	1303700	do do	do do	
Empire	do	181320	do do	do do	
Ellen	do	963300	do do	do do	
Eleonora	do	4313300	do do	do do	
England	Barque	273407	do Credit	August 14, do	
Eliza Penn	Steamer	493600	do Hamilton	July 16, 1850	
Edith	Schooner	803300	do Toronto	February 9, 1848	
Eliza	do	971375	do Hamilton	December 31, 1847	
Eliza Jane	Barge	30	do do	August 24, 1852	
Favorite	Schooner	68371	do Kingston	November 15, do	
Fame	do	503300	do Goderich	March 10, 1853	
Forrest	do	60	do Dover	August 30, 1850	
Georgian	do	172	do Kingston	April 1, 1850	
Georgina	do	901776	do do	March 10, 1853	
General Wolfe	do	913300	do Dunville	do do	
Glasgow	Barge	1163300	do Hamilton	March 31, 1846	
Grampus	do	1123700	do Kingston	November 25, do	
George	do	871334	do Toronto	February 28, 1848	
Hazard	do	913300	do Montreal	July 15, do	
Hectorine	Schooner	813300	do do	August 30, 1853	
Hibernia	do	343300	do Burwell	October 19, 1849	
Hibernia	do	253300	do do	May 26, do	
Hannah Counter	Steamer	2473300	do Toronto	do do	
	Schooner	1863348	do Hamilton	February 28, 1849	
			do Kingston	September 7, 1848	

No Registries *de novo* have been recorded.

SCHEDULE of VESSELS REGISTERED at the undermentioned PORTS in the PROVINCE of CANADA, &c.—(Continued.)

NAME OF VESSEL.	DESIGNATION.	TONNAGE.	PORT OF REGISTRATION.	DATE OF REGISTRATION.	REMARKS.
Hope	Barge	67,975	Port of Kingston	March 10, 1853	No Registries <i>de novo</i> have been recorded.
Hope	Steamer	81,339	do	May 12, 1851	
Ireland	do	265,350	do	March 19, 1846	
Island Queen	do	47,334	do	March 18, 1847	
Iroquois	Schooner	81,370	do	May 31, 1849	
Jane Anne March	do	171	do	August 12, 1848	
Jane	do	29,348	do	January 24, do	
Jessie	do	118,356	do	July 29, do	
James Coleman	do	232,350	do	April 8, 1847	
Jessie Woods	do	82	do	January 20, 1848	
Juno	Brigantine	81,320	do	June 20, 1849	
Lady Bagot	Schooner	111,350	do	January 9, 1848	
Leander	do	174	do	October 9, 1850	
Lindor	do	87,350	do	do 23, 1849	
Leeds	Steamer	51,356	do	February 7, 1848	
Lilla	Brigantine	283,357	do	August 25, 1846	
Liverpool	Barge	119,357	do	February 14, 1848	
Liffy	do	108,321	do	March do do	
Liverpool	Brigantine	289,357	do	December 15, do	
Linbad	Brig and Schooner	220,13	do	May 10, do	
London	Brigantine	318,353	do	February 26, 1853	
La Louvre	Scow	55,353	do	do 5, do	
Maid of the West	Schooner	168,350	do	July 6, 1849	
Minerva Cook	do	137,357	do	November 20, 1848	
Mary	do	28,327	do	February 17, 1852	
Mary Taylor	do	27,350	do	July 29, 1851	
Metcalfe, Sir Charles	do	114	do	September 11, do	
Manchester	Brig	253,358	do	do 14, 1850	
Matilda Taylor	do	267,350	do	May 2, 1846	
Mountain Maid	Steamer	81,350	do	do 9, 1851	
Marie Ste. Anne	Scow	40,324	do	November 29, 1852	
Moire	Barge	37,350	do	March 10, 1853	

Mary Anne	do	74,358	do	do 10, do	No Registries <i>de novo</i> have been recorded.
Maceor	Steamer	78,347	do	do 15, do	
Mary Watson	Schooner	69	Goderich	September 8, do	
Mavinda	Scow	29,353	Montreal	November 28, do	
Mary	Barge	96,351	do	August 30, do	
Malvina	Scow	57,357	do	do 28, 1854	
Montreal	do	115,351	do	December 21, do	
Norman	Schooner	86,356	Dunnville	March 28, 1848	
N. G.	do	96,350	Dover	do 30, 1850	
Norman	do	82,353	do	September 16, 1851	
Nonesuch	do	260,350	do	October 19, 1852	
Ottawa	do	74	Kingston	December 1, 1846	
Oxford	do	66,49	do	June 25, 1849	
Oregon	do	103,350	do	September 8, 1848	
Orion	do	166	Picton	do 1, 1853	
Pine	do	88,511	Burwell	May 8, 1850	
Pomona	do	265	Hamilton	January 20, 1848	
Primrose	do	29	Hollowell	August 18, 1847	
Perserance	do	118,350	do	November 3, do	
Pacific, formerly Sir R. Peel	do	81,367	Kingston	April do do	
Princess Royal	do	43,350	Toronto	January 21, 1846	
Petrel	Steamer	347,350	Dover	April 21, 1846	
Phoenix	Schooner	139,350	Picton	September 4, 1852	
Phoenia	do	121	Montreal	October 22, do	
Perth	Steamer	204,314	do	March 7, 1853	
Quebec	Brig	118,356	do	September 14, 1850	
Queen Victoria	Steamer	212,350	do	August 27, 1845	
Quebec	Schooner	159,350	Toronto	April 4, 1851	
Queen	do	90,350	Kingston	September 25, do	
Raine des Agnes	Schooner	44	Dunnville	do 17, do	
Rachael	do	88,350	Montreal	do 17, 1847	
Reindeer	Steamer	124,350	Kingston	No date	
Rover	Schooner	67,343	Montreal	June 30, 1851	
Richelleu	Barge	74,350	Kingston	March 10, 1853	
Sterling	Schooner	48,358	Montreal	October 25, do	
Sovereign	do	118,350	Burwell	March 2, 1850	
Shannon	do	120,350	Hamilton	January 31, 1848	
Sophia	do	103,350	do	November 25, 1846	
Susan, formerly Kingston	do	115,350	Kingston	do 18, 1847	
	do		do	December 11, 1848	

SCHEDULE of VESSELS REGISTERED at the undermentioned PORTS in the PROVINCE of CANADA, &c. — (Continued.)

NAME of VESSEL.	DESIGNATION.	TONNAGE.	PORT of REGISTRATION.	DATE of REGISTRATION.	REMARKS.
Shannon	Schooner	120	Port of Kingston	April 4, 1851	No Registries <i>de novo</i> have been recorded.
Sovereign	Steamer	314 ⁰⁰⁶	do Toronto	August 30, 1845	
Scotland	do	273 ¹⁹⁴	do do	December 31, 1847	
Scotland	Schooner	122 ³⁵⁶	do do	June 7, do	
Sailor's Bride	do	47	do Goderich	September 21, 1852	
Stanley	do	47	do do	do 27, 1854	
Thames	do	92 ³⁹⁰	do Hamilton	November 25, 1846	
Tempest	do	61	do Milford	do 1, 1850	
Tom Dick	do	84 ¹⁰⁴	do Kingston	do 15, 1848	
Thames	do	111 ³⁶⁰	do do	April 4, 1851	
Thomas and Harriet	Sloop	22 ⁷	do Dunnville	March 28, 1848	Previously registered at Toronto, 27th August, 1845.
Transit	Steamer	225 ¹¹⁴	do Kingston	April 25, do	
Transit	do	225 ³⁰⁰	do Toronto	August 27, 1845	
Traveller	do	69 ³²⁵	do do	January 4, 1849	
Triton	Schooner	52 ⁵⁰⁰	do Kingston	March 24, 1852	
Thistle	Barge	74 ³⁵⁰	do do	do 10, 1853	
Trader	do	75 ⁵⁰⁷	do do	do do	
Three Rivers	Schooner	90 ³⁵⁰	do Montreal	September 9, do	
Vulcan	Steamer	63 ³⁴⁶	do do	August 25, 1851	
Victoria	Barge	81 ³²⁶	do Kingston	March 10, 1853	
Woodman	Schooner	80 ³⁵⁰	do Dover	April 16, 1850	No Registries <i>de novo</i> have been recorded.
William Gordon	do	58 ¹	do Hamilton	September 9, 1847	
William Penn	do	123 ⁵⁹⁷	do Kingston	December 13, 1848	
Wood Duck	do	17 ³⁵⁰	do Toronto	May 4, 1846	
Western Miller	Steamer	243 ³²⁵	do do	do 20, 1848	
William H. Boulton	Schooner	54 ³⁵⁰	do do	do 30, do	
John Wesley	do	41 ⁵	do Hope	July 15, 1851	
Waterloo	Barge	104 ²⁰⁶	do Toronto	do 14, 1848	
Woodburn	do	120 ³⁵⁰	do do	do 15, do	
William Black	Schooner	210 ³⁵⁰	do Kingston	do 12, 1850	
Water Witch	do	20	do Goderich	do 29, 1852	
Wellington	Barge	75 ⁵⁰⁷	do Kingston	March 10, 1853	

A.—A TABULAR FORM of all VESSELS REGISTERED at the PORT of QUEBEC, since the 1st January, 1847, down to 31st December, 1854, shewing the Designation of each Vessel, whether Ship, Brig, Steamer, &c., the Tonnage, the date of Registration and (1) the place to which such Vessel belongs, and also in cases of Registry, *de novo*, the date of such new Registration, and the difference in Tonnage, (2) name or otherwise, between the original and the new Registry, and the grounds upon which such Registration *de novo* was applied for.

D A T E.	N A M E.	DESIGNATION.	TONNAGE.	R E M A R K S.
April 27, 1847	Lucie	Barge	88	New.
May 4, do	Providence	Schooner	50	do.
do 6, do	L'italienne	do	43	<i>De novo</i> on transfer of property.
do 8, do	Caroline	do	36	do do.
do 10, do	Union	do	97	do do.
do 11, do	Providence	do	43	New.
do 12, do	Taloussac	do	76	<i>De novo</i> on transfer of property.
do 15, do	Vigilante	do	36	do do.
do 17, do	Jemina	Ship	816	New.
do 18, do	Sainte Anne	Schooner	29	<i>De novo</i> on transfer of property.
do 19, do	Emerence	do	33	Do do.
do 20, do	Eliza Perrit	Ship	598	New.
do 21, do	Sarah	Brigantine	127	do.
do 25, do	Scottish Maid	Barque	482	do.
do 27, do	Victoria	Brigantine	88	<i>De novo</i> on transfer of property.
do do, do	Emma	Ship	623	New.
do do, do	Hebe	Barque	450	<i>De novo</i> on transfer of property.
do do, do	Robert Strids	do	528	do do.
do do, do	James Gibb	do	814	New.
do do, do	Celina	do	922	do do.
do 29, do	China	do	432	<i>De novo</i> on transfer of property.
do 31, do	John Munn	Steamer	374	New.
do do, do	European	Barque	554	<i>De novo</i> on transfer of property.
do do, do	Sea Boat	Schooner	45	do do.
do do, do	Ringfield	Ship	1024	<i>De novo</i> on transfer of property.
do do, do	Euterpe	Barque	857	New.
do do, do				do.
June 1, do				

A.—A TABULAR FORM of all VESSELS REGISTERED at the PORT of QUEBEC, &c.—(Continued.)

D A T E.	N A M E.	DESIGNATION.	TONNAGE.	R E M A R K S.
June	Providence	Schooner	52	New.
2, 1847	Conrad	Ship	841	do.
7, do	Cove	Barque	374	De novo on transfer of property.
8, do	Henriette	Bateau	71	do
10, do	Lady Burton	Schooner	25	New.
11, do	Fngal	Ship	930	do.
do, do	Sarah	Barque	730	do.
do, do	Hyperion	do	753	do.
12, do	Lord Elgin	Ship	859	do.
do, do	Brandon	do	1196	do.
do, do	Thomas Fielden	do	904	do.
14, do	Jeanie Johnston	Barque	408	do.
16, do	England	do	725	do.
do, do	Riverdale	Ship	844	do.
do, do	Amy Ann	Brig	335	De novo on transfer of property.
17, do	Lady Elgin	Barque	851	New.
do, do	Cromwell	do	708	do.
23, do	Marie Louise	Schooner	19	do.
do, do	Emperor	Ship	768	do.
26, do	Thomas	Brigantine	1112	do.
July	Joseph Howe	Schooner	94	De novo on transfer of property.
do, do	City of Lincoln	Ship	891	New.
do, do	Experiment	Barge	72	do.
do, do	Marie Louise	Schooner	46	do.
do, do	Caroline	do	76	do.
24, do	Pacificque	do	61	do.
do, do	Victoria	do	58	do.
28, do	Vice Roy	Ship	1187	do.
do, do	Enclie	Schooner	71	do.
August	Marie Sarah	do	70	do.
do, do	Jenny Lind	Barque	484	do.
do, do	Priscilla	Schooner	43	De novo on transfer of property.

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do	Empire	Ship	729	do
do	Swift	Schooner	43	New.
9, do	Collector	Barque	793	do.
11, do	Pilot	Steamer	53	do.
13, do	Acme	Ship	1230	do.
do, do	Adept	do	1194	do.
do, do	Madawaska	do	562	do.
17, do	Chippewa	do	846	do.
do, do	St. John	Brig	267	do.
21, do	Mary Jane	Barque	547	do.
do, do	Superieur	Barge	89	do.
do, do	Joseph	Schooner	49	do.
27, do	Retriever	Barque	351	do.
do, do	United Kingdom	Ship	1267	De novo on transfer of property.
do, do	Reliance	do	605	do
28, do	John Geddie	Barque	391	do
do, do	Afghan	do	691	do
September	Westmoreland	Brig	279	do
2, do	Montagnaise	Schooner	22	do
do, do	Hypolite	do	46	New.
do, do	Spey	Barge	157	De novo on transfer of property.
do, do	Primrose	Schooner	40	De novo on transfer of property.
do, do	Louise	do	64	New.
do, do	Clarisse	do	35	do.
do, do	New Liverpool	Steamer	71	De novo on transfer of property.
do, do	Providence	Barge	58	New.
do, do	Jessie Stephens	Barque	438	do.
do, do	Rory O'More	do	296	De novo on transfer of property.
do, do	Acteon	do	610	New.
do, do	Abiona	do	618	do.
do, do	Gipsy Queen	do	840	do.
do, do	Eryn-go-Bragh	Ship	644	do.
do, do	Isabella	do	1018	do.
12, do	Wanderer	do	686	do.
do, do	Queen Victoria	do	32	do.
do, do	Blake	Barque	732	do.
do, do	New Liverpool	do	722	do.
do, do	Wilson Kennedy	Ship	1130	do.
do, do	Saint Nicolas	Steamer	61	do.
do, do	Stephen Binney	Brigantine	92	De novo on transfer of property.

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A.—A TABULAR FORM of all VESSELS REGISTERED at the PORT of QUEBEC, &c.—(Continued.)

DATE.	N A M E.	DESIGNATION.	TONNAGE.	R E M A R K S.
November 1, 1847	Shannon	Barque.	306	New.
do 9, do	Saint Maurice	Steamer	66	do.
do 10, do	Sarah	Schooner	37	do.
do 11, do	Maple Leaf	Ship	858	do.
do 16, do	Reine Nacapie	Schooner	73	do.
do 17, do	Hartland	Barque.	488	De novo on transfer of property.
do 18, do	Calm	Schooner	44	do.
do do, do	Eliza	do	100	New.
do 19, do	Isabella	Brig.	181	De novo on transfer of property.
do 28, 1848	Neptune	Steamer	184	do.
February 10, do	Lady Bagot	Schooner	64	do.
March 1, do	Lady Colburn	do	33	do.
do 8, do	Enéance	do	33	do.
do do, do	Elizabeth	do	48	do.
do 4, do	Marie Ste. Croix	do	33	do.
do do, do	Eliza	Barque.	912	New.
do 6, do	Kate	do	904	do.
do do, do	Emma	do	74	do.
do do, do	Marie Seraphine	Schooner	29	De novo on transfer of property.
do do, do	Raftsmen	do	80	do.
do do, do	Isabella	Steamer	162	do.
do 10, do	Elizabeth	Brig.	986	do.
do 11, do	Maria	Ship	45	New.
do do, do	Hereyna	Schooner	858	De novo on transfer of property.
do 16, do	Stella Maris	Brigantine	118	New.
do 18, do	Heroine	do	545	do.
do 22, do	Marie Anne	Barque.	62	do.
do do, do	Thornhill	Schooner	698	do.
do 26, do	Baron of Renfrew	Ship	1227	do.
do 27, do	Medusa	do	866	do.
do 29, do	Mary Anne	do	475	do.
do do, do	Robina	Ship	792	do.

(A.)

June 2, do	Jacques Cartier	Brigantine	115	do.
do do, do	Harbinger	Ship	751	do.
do 7, do	Stephen Binney	Brigantine	92	De novo on transfer of property.
do do, do	Lucy	Ship	1150	New.
do 13, do	Clara Symes	Barque.	887	do.
do 14, do	Virginie	Brigantine	123	do.
do 15, do	Princess Royal	Schooner	28	De novo on transfer of property.
do do, do	Lydia	Ship	1147	New.
do 16, do	United Kingdom	do	1267	De novo on transfer of property.
do do, do	Marie Made ene	Schooner	54	New.
do 17, do	Eginton	Barque.	464	do.
do 20, do	Marion	Ship	798	do.
do do, do	Gertrude	Barque.	605	do.
do 24, do	Marie Louise	Schooner	42	do.
do 26, do	Spalpeen	Barque.	296	do.
do 27, do	Novelty	Steamer	73	do.
do do, do	Anna	Ship	1050	do.
do 28, do	Primrose	Schooner	41	do.
do 4, do	Queen of the West	Ship	1161	do.
July do, do	Charlevoix	Steamer	182	De novo on transfer of property.
do do, do	Aurore	Barge	85	De novo on account of being altered from 74 tons.
do 12, do	Superieur	do	48	New.
do 15, do	Elizabeth Brown	Barque.	418	do.
do 26, do	Alexina	do	345	do.
August 2, do	Mary Jane	Schooner	98	De novo on transfer of property.
do 4, do	Isabella	Brig.	181	New.
do 9, do	Saint Etienne	Sloop	18	De novo on transfer of property.
do 15, do	Marie Dolphine	Schooner	69	New.
do 18, do	Ontario	Stamer	98	do.
do 23, do	Hone	Barque.	480	do.
do 25, do	Marie Alerte	Schooner	57	do.
do 30, do	Ottawa	Steamer	57	do.
September 1, do	Philomène	Barge	83	do.
do do, do	Marie Louise	Schooner	51	do.
do 7, do	Challenger	Ship	816	do.
do 14, do	Marie Souveraine	Schooner	45	do.
do 19, do	Marie Felicie	do	84	do.
do 28, do	Lumley	Brig.	232	De novo on account of lost Register.
do 3, do	Souveraine	Schooner	52	New.
do 6, do	Sainte Marie	Brig.	87	do.

A.—A TABULAR FORM of all VESSELS REGISTERED at the PORT of QUEBEC, &c.—(Continued.)

DATE.	N A M E.	DESIGNATION.	TONNAGE.	R E M A R K S.
October 21, 1848	Victoria	Barge	115	New.
November 2, do	Astoria	Barque	500	do.
do do	Primrose	Schooner	44	De novo on account of lost register.
do do	Sainte Marie	Barge	55	New.
do do	Southampton	Brig.	155	De novo on transfer of property.
do do	Eliza & Ann	do	171	do do
do do	Marie Elizabeth	Schooner	30	do do
do do	Saint Lawrence	Sloop	33	New.
do do	Deux Freres	Barge	94	do.
do do	Veloce	Schooner	89	do.
December 7, do	Princess Victoria	Steamer	171	De novo on transfer of property.
February 22, 1849	Lotbiniere	do	117	New.
do do	Lady Bagot	Schooner	64	De novo on transfer of property.
do do	Providence	do	28	New.
do do	Sea Serpent	Barque	709	do.
do do	Quebec	Steamer	351	De novo on transfer of property.
do do	Sea Boat	Schooner	45	do do
do do	Marie	do	85	do do
do do	Marie Ste. Croix	do	33	do do
do do	Alphonse	do	78	New.
do do	Bibienne	do	26	De novo on transfer of property.
do do	Josephine	do	49	do do
do do	Selina	do	50	do do
do do	Independence	do	65	do do
do do	Marie Reformiste	do	50	New.
do do	Tadousac	do	50	De novo.—To establish the onnage under the new Registry Act 8 & 9 Vic., cap. 89., s. 21.
do do	Niagara	Barque	843	New.
do do	Marie	Schooner	45	De novo on transfer of property.
do do	John Munn	Steamer	374	do do
do do	Princess Royal	do	171	do do
do do	John Knox	Ship	1195	New.

(A) do do	Darwin	Ship	1504	do.
do do	Aurore	Schooner	85	De novo on transfer of property.
do do	City of Manchester	Ship	1205	New.
do do	Lydia McHenry	do	884	do.
do do	Edward	Barque	671	do.
do do	Victoria	Ship	810	do.
do do	Eliza	Brigantine	100	De novo on account of being altered from Schooner to Brigantine.
do do	Lydia	Barque	360	New.
do do	Queen Victoria	Barque	96	do.
do do	Theodore	Barque	1064	do.
do do	Fly	Schooner	40	De novo on transfer of property.
do do	William Stevenson	Barque	487	New.
do do	Canada	Ship	806	do.
do do	Marie Louise	Barque	917	do.
do do	Emma	Sloop	42	De novo on transfer of property.
do do	Marie Louise Providence	Schooner	68	New.
do do	Adèle	Barge	34	do.
do do	Rose Delina	do	39	do.
do do	Marie	do	86	do.
do do	Marie Adele	Schooner	62	do.
do do	Faint	do	51	do.
do do	Finto	do	54	do.
do do	Ceres	Ship	779	De novo on transfer of property.
do do	Lord Stanley	Schooner	58	New.
do do	Saint John	Brig.	770	De novo on transfer of property.
do do	Ruth	Schooner	267	New.
do do	Avallana	Sloop	22	do do
do do	Julia	Barge	46	New.
do do	Saint André	Schooner	33	do.
do do	Aspeth	do	68	do.
do do	Marie Lumina	Barque	283	do.
do do	Rob Roy	Barge	89	do.
do do	Ontario	Steamer	34	do.
do do	North Briton	do	98	De novo on transfer of property.
do do	Grace MeVea	do	39	New.
do do	Saint Laurent	Ship	882	do.
do do	Marie Patriote	Schooner	50	do.
do do	Mireva	do	24	do.
do do		Barge	38	do.

(A) do do

(A) do do

August do

A.—A TABULAR FORM of all VESSELS REGISTERED in the PORT of QUEBEC, &c.—(Continued.)

D A T E.		N A M E.		DESIGNATION.	TONNAGE.	R E M A R K S.
August	17, 1849	Vigilante	Schooner	36	De novo on transfer of property.	
do	8, do	Marie Dolphine	do	69	do do	
do	14, do	Thomas	Brigantine	125	New.	
do	15, do	Wilson Kennedy	Ship	1130	De novo on transfer of property.	
(A)	16, do	Joséphine	Barge	121	New.	
(A)	18, do	Sultan	Ship	931	do.	
(A)	do	Tara	do	1187	do.	
(A)	27, do	Marchmont	do	1277	do.	
(A)	do	Rouochan	do	1270	do.	
(A)	29, do	Augusta	do	975	do.	
do	31, do	Young Sophia	Schooner	43	De novo on transfer of property.	
September	7, do	Seima	Barge	84	New.	
do	do	St. Hilda	Ship	792	do.	
do	14, do	Lady	Schooner	57	do.	
do	15, do	Supreme	Barge	107	do.	
do	20, do	Experiment	do	77	do.	
do	21, do	Clrina	do	112	do.	
do	do	Harmony	do	78	do.	
do	27, do	New Zealand	Schooner	77	do.	
do	do	Commerce	Barge	90	do.	
do	do	Marie Emelie	do	84	do.	
do	29, do	Bellona	do	103	do.	
do	do	Sea Flower	Schooner	34	De novo on transfer of property.	
October	1, do	Lord George Buntick	Barque	582	New.	
do	2, do	Joséphine	Barge	79	do.	
do	do	Marie Anne	do	127	do.	
do	5, do	Arthur	Ship	987	do.	
(A)	do	Allan	do	994	do.	
(A)	do	Queen Victoria	Barge	83	do.	
(A)	8, do	Victoria	do	113	do.	
(A)	11, do	Leon Marlon	do	35	do.	
(A)	15, do	Napoleon	do	35	do.	
(A)	do	do	do	do	do.	

do	16, do	Marie Selina	Schooner	88	do.
do	23, do	Sarah	Barge	68	do.
do	do	Temperance	Schooner	82	do.
do	25, do	Colonel Maule	Barque	438	do.
do	do	Swallow	Barge	88	do.
do	do	Maria	Ship	1014	do.
do	26, do	Angelique	Schooner	38	do.
do	27, do	sainte Anne	do	29	De novo on transfer of property.
November	5, do	Panama	Big	223	New.
do	9, do	Eliza	Schooner	46	do
do	10, do	Boy O'More	Barque	296	do
do	15, do	Experiment	arge	99	New.
do	23, do	Mary Ann	Schooner	98	De novo on transfer of property.
do	do	Lord David	do	43	do
do	30, do	Adèle	do	39	do
December	1, do	Lebanrière	Steamer	117	do
April	9, 1850	Justyn	Barque	913	New.
do	26, do	do	do	do	De novo on transfer of property.
do	27, do	Pacifique	Schooner	61	do
May	3, do	Lady	do	43	do
do	4, do	Victoria	Barge	86	New.
do	7, do	Auric	Barge	111	do.
do	10, do	Rose Emma	Brigantine	45	do.
do	do	Sun-Beam	Schooner	833	do.
(A)	do	Kelpie	Ship	496	do.
do	13, do	Miscov	Schooner	50	De novo on transfer of property.
do	do	Aurore	do	20	New.
do	do	Chicago	do	215	do.
do	14, do	Quebec	do	213	do.
do	do	Adeleite Victoria	do	67	De novo on transfer of property.
do	15, do	Australia	do	1029	New.
do	17, do	Winsor	Ship	1100	do.
(A)	18, do	Temperance	Barge	82	do.
do	20, do	Primrose	Schooner	45	do.
do	21, do	Caroline	do	36	De novo on transfer of property.
do	29, do	Sydney	Barque	881	New.
do	31, do	Beaver	Brigantine	241	do.
June	1, do	Oriolanus	Ship	1177	do.
(A)	do	Garland	do	969	do.
(A)	do	Cloutarf	do	1091	do.

A.—A TABULAR FORM of all VESSELS REGISTERED at the PORT of QUEBEC, &c.—(Continued.)

DATE.	NAME.	DESIGNATION.	TONNAGE.	REMARKS.
(A.) June 7, 1850	Lady Gough	Ship	975	New.
(A.) do 8, do	Elenore	Barge	75	do.
(A.) do 11, do	Rajahopaul	Ship	669	do.
(A.) do 14, do	Marie Julie	Schooner	95	do.
(A.) do 16, do	Dolphine	do	54	do.
(A.) do 18, do	Marin Luther	Ship	1241	do.
(A.) do 19, do	John Calvin	do	885	do.
(A.) do 17, do	Surry	Barque	461	De novo on transfer of property.
(A.) do 18, do	Lesuire	Schooner	25	New.
(A.) do 20, do	Charlevoix	Steamer	182	De novo on transfer of property.
(A.) do 20, do	Quebec	do	50	De novo on account of lost certificate.
(A.) do 20, do	Ottawa	do	57	De novo on transfer of property.
(A.) do 20, do	St. Lawrence	Steamer	56	do
(A.) do 21, do	Glenairn	Ship	949	New.
(A.) do 22, do	Washington	do	1089	do.
(A.) do 23, do	Marion	do	919	do.
(A.) do 25, do	Sainte Croix	Schooner	85	do.
(A.) do 26, do	Marie Esther	Barge	73	do.
(A.) do 26, do	Sarah	Schooner	87	De novo on transfer of property.
(A.) do 27, do	Pearle	do	57	do
(A.) do 27, do	Constitution	Ship	992	New.
(A.) do 1, do	Lady Freline	do	876	do.
(A.) do 2, do	Marie Etienne	Schooner	86	do.
(A.) do 3, do	Souveraine	Barge	43	do.
(A.) do 3, do	Félicité	do	83	do.
(A.) do 5, do	Floila	Schooner	50	do.
(A.) do 5, do	Lumina	Barge	81	do.
(A.) do 8, do	Magdalen	Schooner	27	De novo on transfer of property.
(A.) do 13, do	Nepaul	Ship	1007	New.
(A.) do 16, do	Thomas	Brigantine	125	De novo on transfer of property.
(A.) do 22, do	Marie Séraphine	Schooner	29	do
(A.) do 24, do	Doris	Steamer	223	do

DATE.	NAME.	DESIGNATION.	TONNAGE.	REMARKS.
(A.) do 21, do	Persévérante	Schooner	46	New.
(A.) do 26, do	Epanimondas	Ship	1171	do.
(A.) do 5, do	Blossum	Schooner	16	do.
(A.) do 6, do	Phi omène	Barge	76	do.
(A.) do 9, do	Emma	Schooner	23	do.
(A.) do 12, do	Arville	Bateau	90	De novo on transfer of property.
(A.) do 14, do	Kingston	Barge	92	do
(A.) do 14, do	Experiment	do	65	New.
(A.) do 15, do	Adherine Hunter	Schooner	32	De novo on transfer of property.
(A.) do 15, do	Sainte Marie	do	44	New.
(A.) do 16, do	Charisse	do	35	De novo on transfer of property.
(A.) do 17, do	Styl	do	108	New.
(A.) do 17, do	American Lass	Ship	766	do.
(A.) do 17, do	J.K.L.	do	758	do.
(A.) do 17, do	Delgany	do	910	do.
(A.) do 17, do	Marie Bernice	Barque	60	do.
(A.) do 1, do	Saint Peter	Schooner	25	De novo on transfer of property.
(A.) do 4, do	Philomène	Barge	59	New.
(A.) do 6, do	Experiment	do	87	do.
(A.) do 6, do	Marie Aloua	do	68	do.
(A.) do 6, do	L'Espérance	do	55	do.
(A.) do 6, do	Charlotte Providence	Schooner	26	De novo on transfer of property.
(A.) do 16, do	Arandel	Ship	868	New.
(A.) do 21, do	Hibernia	do	1065	do.
(A.) do 23, do	Marie	Barge	68	do.
(A.) do 23, do	Elizabeth	Schooner	14	do.
(A.) do 20, do	Roselle	Barge	31	do.
(A.) do 1, do	Wanderer	do	81	De novo on transfer of property, and alteration in description.
(A.) do 2, do	Supérieur	do	79	New.
(A.) do 3, do	Harmonie	do	75	do.
(A.) do 3, do	Experiment	Schooner	70	do.
(A.) do 8, do	Fillon	do	21	do.
(A.) do 10, do	Woodstock	Ship	967	do.
(A.) do 10, do	Clara Symes	Barque	887	De novo on transfer of property.
(A.) do 10, do	Catherine	Ship	687	New.
(A.) do 11, do	Thomas Henry	do	492	De novo on transfer of property.
(A.) do 11, do	Manuerton	do	1099	New.
(A.) do 25, do	Rowland Hill	Steamer	115	De novo on transfer of property.
(A.) do 26, do	Pilgram	Ship	963	New.
(A.) do 26, do	Progress	Barque	541	do.

A.—A TABULAR FORM of all VESSELS REGISTERED at the PORT of QUEBEC, &c.—(Continued.)

18 Victoria.

Appendix (P.P.P.)

A. 1855.

DATE.	NAME.	DESIGNATION.	TONNAGE.	REMARKS.
October 25, 1850	Olivia	Ship	900	New.
do do	Lumina	Barge	90	do.
do do	Betsy	do	78	do.
November 13, do	North Briton	Steamer	39	De novo on transfer of property.
do 14, do	Hartland	Barque	488	do do.
do 16, do	Canadienne	Schooner	17	New.
do do	Dandy Jim	Brigantine	111	De novo on transfer of property.
do 25, do	Northumbria	Barque	631	do do.
do 21, 1851	Priscilla	Schooner	43	do do.
do 22, do	Independence	do	61	New.
do 24, do	Fane	Brigantine	114	De novo on transfer of property.
do 25, do	Primrose	Schooner	45	do do.
do 30, do	Marie Leo. adie	Barque	170	New.
(A.) May 1, do	Fanny	Ship	951	do do.
do do	Mary Anne	Brigantine	138	do do.
do 10, do	Sainte Marie	Schooner	44	De novo on transfer of property.
(A.) do 14, do	Europa	Ship	1088	New.
(A.) do do	Panola	do	466	do.
do do	Birmingham	do	1034	do.
do do	Marie Anne	Barge	89	do.
do 15, do	Alice	Brigantine	133	do.
do 16, do	Providence	Schooner	52	De novo on transfer of property.
do 22, do	Saint Peter	do	25	do do.
do do	Isabella	Ship	913	New.
do do	Virginie	Barge	62	do.
(A.) do 30, do	Prince Arthur	Ship	1144	do.
(A.) do do	Thorwaldsen	Barque	903	do.
(A.) do 4, do	Harrington	Schooner	31	do.
do do	Lady Bulwer	Ship	1115	do.
do do	Marie Espérance	Schooner	61	De novo on transfer of property.
(A.) do do	Plantagenet	Ship	1110	New.
(A.) do 7, do	James Carson	do	1189	do.

18 Victoria.

Appendix (P.P.P.)

A. 1855.

do do	Asia	do	1349	do.
do 11, do	Marie Philomène	Barge	68	do.
do 14, do	Minna	Brigantine	95	De novo on transfer of property.
do 17, do	May Flower	do	92	New.
do 25, do	Thomas Henry	Ship	492	De novo on transfer of property.
do 28, do	Wolfe	do	1263	New.
do 2, do	Sarah Mary	do	970	do.
do 4, do	Forest Monarch	do	977	do.
(A.) do 5, do	Valleyfield	Barque	427	do.
(A.) do do	Lady Louise	Ship	1029	do.
do do	Africa	do	1400	do.
do 8, do	Marina	Barque	581	do.
do 9, do	Lady Ragot	Schooner	64	De novo on transfer of property.
do 11, do	Lord Worrison	Ship	1163	New.
(A.) do do	Ontario	Barque	689	do.
do do	Elzear	Brigantine	157	do.
(A.) do do	Novelty	Steamer	61	do.
(A.) do 15, do	Mary	Schooner	108	do.
do do	Martha	do	104	do.
do do	Marie Josephine	do	91	do.
(A.) do 22, do	Bellecarrigg	do	938	do.
do do	Eliza Ann	Schooner	51	De novo on transfer of property.
do 24, do	Martine	do	105	New.
do do	Marie Sainte Croix	do	33	De novo on transfer of property.
(A.) do 31, do	Ontario	do	338	New.
do do	Charles	do	1049	do.
(A.) do 5, do	Canadian Eagle	Ship	36	do.
do do	Childe Harold	Schooner	1124	do.
(A.) do 7, do	Julie	do	1057	do.
do do	Philomène	Sloop	95	do.
(A.) do 9, do	Superior	Schooner	337	do.
do do	Ailsa	do	1458	do.
(A.) do do	Arran	do	1065	do.
(A.) do do	Crown	do	1285	do.
(A.) do 14, do	Georgiana	Barque	799	do.
do do	John Bar.	Ship	981	do.
do 16, do	Iara Symes	do	887	De novo on account of alteration in description.
do 18, do	Overlander	do	1274	New.
do 20, do	Commerce	Sloop	85	do.
do do	Philomène	do	75	do.

A.—A TABULAR FORM of all VESSELS REGISTERED at the PORT of QUEBEC, &c.—(Continued.)

D A T E.	N A M E.	DESIGNATION.	TONNAGE.	R E M A R K S.
August 25, 1851	Earl of Derby.	Ship	1048	New.
do do 30	Minna	Brigantine	95	De novo on transfer of property.
(A.) September 2, do	Squaw	Brig	165	New.
do do 4, do	Clara	Schooner	47	do.
do do 6, do	Lumber Merchant	Steamer	109	De novo on account of alteration of Engine room.
do do 17, do	Pointe Levi.	do	55	do do
do do 23, do	Ontance	Schooner	928	New.
do do 23, do	Alliance	do	86	do.
do do 23, do	Marie Henriette	do	73	do.
do do 25, do	Enterprise	do	45	do.
do do 25, do	Miscou	Schooner	50	De novo on transfer of property.
October do do 8, do	Eliza	Ship	943	New.
do do 9, do	Honorine	Sloop	71	do.
do do 10, do	Three Brothers	Schooner	57	De novo on transfer of property.
do do 11, do	Medina	Ship	960	New.
(A.) do do 18, do	Columbine	do	970	do.
(A.) do do 21, do	Tyndenaga	do	1024	do.
do do 21, do	Bannockburn	do	731	do.
do do 21, do	Har'equin	do	703	do.
November do do 6, do	Nancy	Barque.	33	do.
do do 11, do	St. Pierre	Schooner	44	do.
do do 2, do	Marie Victoria.	do	55	do.
do do 5, do	Phil'omène	Schooner	89	do.
do do 10, 1852	Marie Adèle	Barge	85	De novo on transfer of property.
do do 26, do	Montmorenci	Steamer	221	New.
do do 29, do	Magdalen.	Schooner	30	De novo on alteration and increase from 27 tons.
do do 30, do	Gu'naire	do	164	New.
do do 3, do	Boston	St. amer	225	do.
do do 6, do	Eléonore	Barque.	427	do.
do do 8, do	Magyar	Brig	216	do.
do do 8, do	Countess of Elgin	Ship	1205	do.
do do 12, do	Rose	Schooner	35	De novo on transfer of property.

do do 18, do	Reine du Lac	do	84	New.
do do 18, do	Alphonse	do	78	De novo on transfer of property.
do do 18, do	Harriet	Ship	935	New.
do do 21, do	Marie Louise	Schooner	64	De novo on being lengthened and increased from 42 Tons.
do do 26, do	Canada	Steamer	59	New.
do do 27, do	Emma	Schooner	23	De novo on transfer of property.
do do 27, do	Scotland	Barge	187	New.
do do 11, do	Virginie	do	82	do.
do do 12, do	America	Ship	1404	do.
do do 12, do	Caroline	do	989	do.
do do 12, do	Gu'naire	do	1107	do.
do do 14, do	Delfina	Schooner	67	do.
do do 15, do	Emigrant.	Ship	935	do.
do do 16, do	Sainte Croix	Brigantine	93	De novo on account of lost Register and alteration in description.
do do 18, do	Derry Castle	Barque.	942	New.
do do 19, do	Premier	Ship	905	do.
do do 22, do	Rhea Sylvia	do	882	do.
do do 22, do	Montcaim	do	1135	do.
do do 24, do	Célestie Geneviève	Schooner	53	De novo on transfer of property.
do do 26, do	Sea Flower	do	34	do do
do do 26, do	Imperial	do	30	do do
do do 28, do	Marie Elizabeth	Barge	66	New.
do do 28, do	Gulldoden	do	903	do.
do do 28, do	Eliza Ann	Ship	55	De novo on transfer of property.
do do 1, do	Banker's Daughter	Schooner	1122	New.
do do 2, do	Ebba Brache	Ship	1757	do.
do do 3, do	Sainte Anne	Barge	90	do.
do do 5, do	Earl of Elgin	Ship	1228	do.
do do 8, do	Mary	Schooner	40	De novo on transfer of property.
do do 16, do	Reine des Anges	do	71	New.
do do 19, do	Highland Maid	do	49	De novo on transfer of property.
do do 23, do	Brothers	do	88	do do
do do 23, do	Frederick	Brigantine	863	New.
do do 27, do	Progress	Ship	106	do.
do do 3, do	Aylmer	Brigantine	67	do.
do do 5, do	Philomene	Steamer	107	do.
do do 7, do	Chesterholm	Barge	761	do.
do do 14, do	Perséverance	Ship	78	De novo on transfer of property.
do do 14, do	Perséverance	Schooner	78	do.

A.—A TABULAR FORM of all VESSELS REGISTERED at the PORT of QUEBEC, &c,—(Continued.)

D A T E.		N A M E.		DESIGNATION.		TONNAGE.		R E M A R K S.	
August	19, 1852	Seaflower.	Schooner.	84	.....	De novo on transfer of property.			
do	23, do	Victory	Barque.	496	.....	do do			
do	do, do	Auguste	Brigantine	117	.....	New.			
do	24, do	Marie	Schooner	45	.....	De novo on transfer of property.			
do	27, do	Sophia Burbridge.	Barque.	495	.....	do do			
do	do, do	do	do	868	.....	De novo on account of lost Register.			
September	1, do	Frederick.	Ship	28	.....	New.			
do	8, do	Sea Flower	Schooner	78	.....	do.			
do	8, do	Reine du Lac	do	187	.....	do.			
do	14, do	Tomiscouata	Brig	74	.....	do.			
do	15, do	Providence	Schooner	1195	.....	do.			
do	16, do	Sarah & Emma	do	495	.....	do.			
do	16, do	Albinus	Ship	49	.....	De novo on transfer of property.			
do	21, do	Highland Maid	Schooner	36	.....	New.			
do	29, do	Marie Jenoffe.	do	91	.....	do.			
October	2, do	Marie Anne.	do	394	.....	De novo on transfer of property.			
do	5, do	John Francis	Ship	962	.....	New.			
do	8, do	Abdallah	do	678	.....	do.			
do	16, do	Sabrina	do	1614	.....	do.			
(A.)	do, do	Advance	do	1373	.....	do.			
(A.)	do, do	Advice	do	424	.....	Foreign, called the Harriet.—De novo on transfer of property.			
do	18, do	Harriet	Barque.	785	.....	New.			
do	26, do	Cameo	Ship	111	.....	do.			
November	11, do	New Zealand	Schooner	232	.....	De novo on account of alteration in description.			
do	16, do	Lumley	Brig.	1071	.....	New.			
do	do, do	Julia	Ship	98	.....	De novo on transfer of property.			
do	18, do	Sainte Croix	Brigantine	464	.....	Foreign, called Yorktown.—De novo on transfer of property.			
do	19, do	Eagle	Barque.	49	.....	De novo on transfer of property.			
do	20, do	Highland Maid	Schooner	15	.....	do do			
do	25, do	Pacificque	do		.....			

do	27, do	Sainte Anne	do	49	.....	New.			
January	12, 1852	Alliance	Steamer	192	.....	De novo on transfer of property.			
April	27, do	Victoria	Schooner	28	.....	do do			
do	28, do	B. F. Tibbits	Steamer	33	.....	New.			
do	do, do	Three Brothers	Schooner	57	.....	De novo on transfer of property.			
do	29, do	Omphale	Barge	101	.....	New.			
do	30, do	Hinda	Barque	300	.....	do.			
May	6, do	Telegraph	Ship	572	.....	Foreign, called Mount Vernon.—De novo on transfer of property.			
(A.)	do, do	Sillery	do	1077	.....	New.			
do	10, do	Marie Antoinette	Schooner	48	.....	do.			
do	11, do	Ceres	do	58	.....	De novo on transfer of property.			
do	14, do	Lady Elma Bruce	Ship	1007	.....	New.			
do	16, do	Omphale	Schooner	107	.....	De novo on transfer of property.			
do	17, do	Emelle	do	81	.....	New.			
do	20, do	Boomerang	Ship	1824	.....	do.			
do	21, do	The Duke of Wellington	do	1262	.....	do.			
do	do, do	Volant	Barque	500	.....	do.			
(A.)	25, do	Persia	Ship	2003	.....	do.			
do	do, do	Wynnstay	do	528	.....	do.			
do	27, do	May Flower.	Brigantine	92	.....	De novo on transfer of property.			
(A.)	do, do	Fulwood	Ship	1215	.....	New.			
(A.)	do, do	Glendalough	do	1077	.....	do.			
do	30, do	Sapphure	do	1140	.....	do.			
do	do, do	James Goudie	Schooner	110	.....	do.			
June	1, do	Saint Joseph	do	26	.....	do.			
do	2, do	Argonaut	Steamer	1237	.....	do.			
do	do, do	Annie Jane	Ship	1294	.....	do.			
do	3, do	Sir Allan McNab	do	840	.....	do.			
do	do, do	James McHenry	do	1078	.....	do.			
(A.)	7, do	Mary Léocadie	Barque.	170	.....	De novo on transfer of property.			
do	do, do	No. 1	Schooner	255	.....	New.			
do	do, do	No. 2	do	259	.....	do.			
do	do, do	No. 3	do	177	.....	do.			
do	do, do	No. 4	do	178	.....	do.			
do	do, do	No. 5	do	124	.....	do.			
do	9, do	Seabird	do	47	.....	do.			
do	do, do	Napoleon	Barge	246	.....	De novo on transfer of property.			
do	do, do	Balmoral	Brig	954	.....	New.			
do	10, do	Sheridan Knowles	Barque.	505	.....	Foreign, called Alleghane.—De novo on transfer of property.			
do	13, do	Ida	do		.....			

A.—A TABULAR FORM of all VESSELS REGISTERED at the PORT of QUEBEC, &c.—(Continued.)

D A T E.	N A M E.	DESIGNATION.	TONNAGE.	R E M A R K S.
June 15, 1853	British Lion	Ship	1370	New.
do 16, do	Fame	Brigantine	114	De novo on transfer of property.
do 17, do	Bonaventure	Ship	1125	New.
do 18, do	do	do	1170	do.
do 20, do	Melbourne	do	67	De novo on transfer of property.
do 22, do	Aylmer	Steamer	60	De novo on alteration of description and increase from 46 tons.
do 22, do	Atalanta	Schooner	55	De novo on transfer of property.
do 24, do	Tadousac.	do	1239	New.
do 30, do	Almora	Ship	1363	do.
July 2, do	Shooting Star	do	29	do.
do 4, do	St. Vallier	Schooner	43	do.
do 4, do	Sarah	do	31	do.
do 5, do	Victoria	do	139	do.
do 6, do	Marie Hélène	do	1225	do.
do 6, do	William Miles	Ship	86	De novo on account of lost register and alteration in description.
do 6, do	Swallow	Barge	85	New.
do 11, do	Marie Dolphine	Schooner	115	do.
do 16, do	Isabella Peck	do	1283	do.
do 19, do	Northern Light	Ship	55	do.
do 22, do	Providence	Schooner	85	do.
do 23, do	Perseverance	Barge	103	do.
do 27, do	Comet	do	53	do.
do 29, do	Abeille.	Schooner	351	De novo on transfer of property.
do 30, do	Quebec	Steamer	374	do
do 30, do	John Munn	do	26	New.
do 30, do	Providence	do	289	do.
do 30, do	Waterwitch.	Schooner	55	De novo on transfer of property.
August 1, do	Sainte Marie	Barge	64	New.
do 2, do	Marie Louise	Schooner	121	do.
do 3, do	Highland Mary	Brigantine	86	do.
do 4, do	Providence	Barge		do.

(A.)

do 5, do	Retsy	do	55	do.
do 5, do	Arabia	Ship	1022	do.
do 8, do	Victoria	Barge	87	do.
do 8, do	William Jackson	Schooner	58	do.
do 10, do	Christine	do	73	do.
do 10, do	Philomène	Barge	47	do.
do 12, do	Arthur the Great	Ship	1340	do.
do 12, do	Rock City	do	598	do.
do 16, do	Lord Lovet.	Brigantine	80	De novo on transfer of property.
do 16, do	John Burlington.	Barge	87	New.
do 20, do	Aime Marie.	Schooner	75	do.
do 22, do	James Goudie	do	110	De novo on transfer of property.
do 25, do	Cap-Rouge	Ship	1101	New.
do 26, do	Eliza & Mary	Schooner	23	do.
do 26, do	Constantine	do	74	do.
do 29, do	Iola.	Brig	143	De novo on transfer of property.
do 29, do	Marie Louise	Schooner	22	New.
September 2, do	Marie Flore.	do	106	do.
do 5, do	Marie Jessie	Barge	74	do.
do 14, do	St. Patrick	Schooner	50	De novo on transfer of property.
do 16, do	Aime Marie.	do	75	do
do 16, do	Lucinda	do	104	New.
do 19, do	Catherine	do	35	do.
do 20, do	Providence	do	74	do.
do 20, do	William	do	69	De novo on transfer of property.
do 21, do	Pacific	do	80	New.
do 22, do	Highland Mary	Brigantine	120	do.
do 27, do	Saint Peter	Barge	38	De novo on transfer of property.
do 29, do	Jessie	Barque	340	New.
do 29, do	Marie Louise	Schooner	48	De novo on transfer of property.
do 8, do	Minna	Brigantine	95	New.
do 10, do	Saldanha	do	1563	De novo on transfer of property.
do 11, do	Temiscouata	Brig	187	New.
do 12, do	Grenada	Brigantine	155	do
do 13, do	Norwood	Ship	680	New.
do 14, do	Dalysford	do	1527	do.
do 20, do	Father Matthew	Brig	249	De novo on transfer of property.
do 20, do	Standard	Barque	138	do
do 21, do	Prompt	do	768	New.
do 22, do	Helios	do	472	Foreign, called Helios.—De novo on transfer of property.

A.—A TABULAR FORM of all VESSELS REGISTERED at the PORT of QUEBEC, &c.—(Continued.)

DATE.	NAME.	DESIGNATION.	TONNAGE.	REMARKS.
October 22, 1853	Hesione	Brigantine	158	De novo on transfer of property.
do 27, do	Star	do	90	do do.
do 28, do	Progress	do	106	do do.
do do, do	Admiral Boxer	Ship	1116	New.
do 29, do	Meteor	do	755	do.
do 31, do	Carpentaria	do	1460	do.
do do, do	Eveline	do	909	do.
November 2, do	Cheviot	do	1066	do.
do 3, do	Asia	Schooner	78	do.
do 4, do	Wildfire	Ship	457	do.
do 7, do	Mount Washington	Barque	214	Foreign, called Mount Washington.—De novo on transfer of property.
do 8, do	Iris	Brigantine	143	De novo on transfer of property.
do do, do	Nugget	Ship	1128	New.
do 9, do	Carrigorm	do	1161	do.
do do, do	Stamboul	do	1274	do.
do 11, do	War Cloud	do	1251	do.
do 12, do	Margaret	Brigantine	116	De novo on transfer of property.
do do, do	Leicester	Ship	744	New.
do 14, do	Rimouski	Schooner	210	do.
do 18, do	Balmarino	Brigantine	168	do.
do do, do	Georgiana	Ship	647	Foreign, called Caledonia Brandon.—De novo on transfer.
do do, do	Marathon	do	578	do do Marathon.
do 21, do	Chance	Barque	476	New.
do 25, do	Caledonia	do	736	De novo on transfer of property.
March 20, 1854	Clyde	Schooner	28	do do.
do 22, do	Perserance	do	83	New.
do 4, do	Atalanta	do	60	De novo on transfer of property.
do 6, do	Chance	Barque	476	do do.
do 9, do	Utility	Schooner	217	New.
do 11, do	Marie Anne	Brigantine	91	De novo on alteration in description.

do do, do	Affghan	Ship	691	De novo on transfer of property.
do 16, do	Victorie	Schooner	81	New.
do 18, do	Louisiana	do	72	do.
do 20, do	Hope	Barque	213	De novo on transfer and alteration of description.
do do, do	François Hubert	Brigantine	130	New.
do do, do	Flavien	do	111	do.
do 26, do	Clara	Schooner	71	do.
do do, do	Eclipse	Ship	1304	do.
do 27, do	Bridgit	Schooner	129	do.
do 29, do	Monica	Ship	1864	do.
do 30, do	Marie Félicite	Schooner	84	De novo on transfer of property.
do 1, do	Sainte Croix	do	54	New.
do do, do	Captain Cook	Ship	1272	do.
do 2, do	Lancaster Witch	do	1986	do.
do do, do	Marie Anne	Schooner	73	De novo on transfer of property.
do 3, do	Adelaide	Barge	79	New.
do do, do	Marie Zionne	do	41	do.
do do, do	Pacifique	Schooner	61	De novo on transfer of property.
do do, do	Bucephalus	Ship	1197	New.
do 6, do	Ocean Monarch	do	1832	do.
do 9, do	Montrenorey	do	751	do.
do 12, do	Hinda	Barque	300	do.
do 13, do	Industry	Steamer	85	do.
do 16, do	Chapultepec	Ship	1084	do.
do 16, do	Marie Hélène	Schooner	26	do.
do do, do	Aliquis	Ship	1247	do.
do 17, do	St. Antoine	Steamer	55	do.
do do, do	Lothinière	Schooner	65	do.
do 19, do	Independance	do	61	De novo on transfer of property.
do do, do	Agamemnon	Ship	756	New.
do do, do	Typhoon	do	1408	do.
do 20, do	Exodus	do	1237	do.
do 21, do	Sea Flower	Schooner	34	De novo on transfer of property.
do 27, do	The Kildare	Ship	702	New.
do do, do	Echo	do	1189	do.
do 29, do	Nazarene	do	935	do.
do do, do	Napoleon the Third	do	1461	do.
do 1, do	Experiment	Barque	179	do.
do do, do	Antarctic	Ship	757	do.
do do, do	Advance	Steamer	155	do.

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A.—A TABULAR FORM of all VESSELS REGISTERED at the PORT of QUEBEC, &c.—(Continued.)

18 Victoriae.

Appendix (P.P.P.)

A. 1855.

DATE.	NAME.	DESIGNATION.	TONNAGE.	REMARKS.
July 1, 1854	Slutria	Ship	1025	New.
do 5, do	Jane	do	756	do.
do 6, do	Santa Clara	Schooner	138	do.
do 7, do	St. Vallier	do	29	De novo on transfer of property.
do 8, do	Caribou	Ship	1208	New.
do 8, do	Orleans	Steamer	81	do.
do 8, do	Ulkonia	Ship	1398	do.
do 10, do	Czar	do	1252	do.
do 11, do	Reine des Anges	Barge	43	do.
do 12, do	Amethyst	Brigantine	103	De novo on transfer of property.
do 13, do	Bee	do	91	do.
do 18, do	Empress Eugénie	Ship	892	New.
do 20, do	Princess Royal	Steamer	107	De novo on transfer of property.
do 24, do	No. 3.	Schooner	55	De novo on account of lost Register.
do 24, do	Constantinople	Ship	1298	New.
do 25, do	James McKenzie	Steamer	109	do.
do 26, do	Hemisphere Borealis	Schooner	88	do.
do 26, do	Raritan	Ship	666	Foreign, called Raritan.—De novo on transfer of property.
do 28, do	Sea Boat	Schooner	48	De novo on being re-built and altered from 45 tons.
do 28, do	Marie Dolphine	do	82	New.
do 28, do	Fanny Forsyth	Ship	1497	do.
do 31, do	Tudor	do	1649	do.
do 31, do	Starling	Brigantine	174	do.
August 4, do	Esterna	Schooner	50	De novo on transfer of property.
do 4, do	New York Packet	Barque	438	New.
do 9, do	Louis Napoleon	Ship	743	do.
do 9, do	Tiger	do	1102	do.
do 10, do	Phoenix	Steamer	22	do.
do 11, do	Hunia	Barque	457	Foreign, called Huma.—De novo on transfer of property.
do 12, do	Clara	Schooner	47	De novo on transfer of property.

18 Victoriae.

Appendix (P.P.P.)

A. 1855.

do 16, do	Princess Eugénie	Ship	1680	New.
do 18, do	Finckley	Barque	575	do.
do 19, do	Lima	Brig	297	Foreign, called Lima.—De novo on transfer of property.
do 21, do	Agnes Anderson	Ship	1178	New.
do 24, do	Comet	Steamer	16	do.
do 26, do	Virginie	Brigantine	123	De novo on transfer of property.
do 26, do	Vincent	Schooner	68	do
do 29, do	Danube	Ship	1104	New.
do 31, do	Marie Adèle	Schooner	76	do.
do 31, do	Admiral	Steamer	110	De novo on transfer of property.
September 7, do	Lord Raglan	Ship	2081	New.
do 8, do	Eugénie	Schooner	184	do.
do 19, do	Water Lilly	Barque	595	De novo on transfer of property.
do 22, do	Moura	Ship	984	New.
do 28, do	Canadienne	Schooner	127	do.
do 4, do	Alliance	Barque	604	do.
do 6, do	Handy	Schooner	126	do.
do 10, do	Acadia	Ship	763	do.
do 10, do	Robinson	Brig	257	De novo on transfer of property.
do 10, do	Jasper	Ship	629	do
do 13, do	T. C. Lee	Ship	217	New.
do 14, do	Bomarsund	Not rigged	do.	do.
do 16, do	Ballegeich	Ship	673	do.
do 16, do	Swordfish	do	477	De novo on transfer of property.
do 16, do	Tadousac	Brigantine	157	New.
do 20, do	Jean Baptiste	Steamer	45	do.
do 26, do	Wideawake	Brigantine	141	do.
do 27, do	Constantine	Ship	906	do.
do 28, do	Roscoe	Barque	392	do.
(A.) November 1, do	Roscoe	Ship	664	Foreign, called Roscoe.—De novo on transfer of property.
do 2, do	Marie Denis	Brigantine	120	New.
do 3, do	Mermait	Brig	147	do.
do 8, do	Lucien	do	234	do.
do 19, do	C. S. M.	do	208	do.

Note.—1. Vessels are deemed to belong to the Port where Registered.—2. Name of Vessel once Registered never afterwards changed.—A. Certificate only granted.

I.G.O. CUSTOMS DEPARTMENT,
Quebec, March 2nd, 1855.

R. S. M. BOUCHEFFE,
Commissioner of Customs.

R E T U R N

To an Address of the Legislative Assembly to His Excellency the Governor General, dated the 7th December last; praying His Excellency to cause to be laid before the House "a 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."

By Command.

GEO. ET. CARTIER,

Secretary.

SECRETARY'S OFFICE,

Quebec, 17th April, 1855.

RETURN of all Provincial Debentures issued in aid of the Ontario, Simcoe, and Huron Railway Company, shewing in detail the amount and dates of each issue, the date of the order in Council under which such issue was made.

Date of each Issue.	Amount of each Issue, Currency.			Date of the Order in Council under which just issue was made.
	£	s.	d.	
September 29, 1853	112500	0	0	September 14, 1853.
December 28, do	50000	0	0	December 16, do.
September 18, 1854	20000	0	0	September 3, 1854.
October 18, do	80000	0	0	October, 5, do.
Total	£ 212500	0	0	

(No. 10.)

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 and Company. 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 fifteen 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.

(No. 14.)

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 request 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

Commissioners 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 agent 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,

(No. 18.)

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 Four hundred and ninety-five thousand nine hundred and seventy-three pounds nineteen shillings and six pence has now been expended on the Road, in support of which he has transmitted the necessary certificate 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,
Chateau St. Lewis, 12th September, 1853.

(22.)

To His Excellency Lieutenant 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, Esquire, 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 One hundred thousand pounds, currency.

Mr. Cumberland, the Engineer of the road, states the expenditure to 1st December, to be £615,525, currency, equal to to Eighty-four and nine-tenths of finished and equipped road.

The Commissioners recommend a further advance to the Company of £50,000 (Fifty thousand pounds) currency.

Respectfully submitted,

(Signed,) F. HINCKS,
Chairman, Railway Board

OFFICE OF THE RAILWAY BOARD,
Chateau St. Lewis, Quebec, 13th December, 1853.

(No. 170.)

ONTARIO, SIMCOE AND HURON RAILROAD, 21st June, 1854.

Sir,—In view of the application of the President and Directors of the Ontario, Simcoe and Huron Railroad, for a further advance from the Guarantee Fund, by the Honorable the Railway Commissioners, and in explanation of the Estimates submitted by me on 30th of March, upon which the said application be based, I have the honor to submit the following Report upon the condition of the Road, observing, that since the date of those Estimates, a further expenditure of considerable amount has necessarily been made.

The total length of the Road will be 94½th miles, of which there was length			
opened, 15th May, 1853.....			30 miles.
Do do do, 13th June, 1853.....			12 do
Do do do, 11th October, do ...			21 do
Total length now open.....			63 miles.
Under Construction, and to be opened in August next.....			31½th do
Total length			94½th miles.

The Directors, anxious to avail themselves at the earliest possible moment of the various divisions of the line as completed, and having already possessed themselves of the rolling stock necessary to the working of those divisions, assumed from the contractors unballasted, the cost of that service being, by previous agreement, transferred to the Company's account. That service has accordingly

been executed by the officers of the Company, and the whole sixty-three miles will be fully ballasted, and in permanent condition during the ensuing month. Although this course has undoubtedly resulted in a temporary increase in the cost of repairs of roadway, yet as it has not in the slightest degree affected the efficiency of the permanent way, but has tended to an early development of the local traffic, and a valuable initiation of the route, the action of the Company in that behalf, would appear to have resulted most satisfactorily. The Company has been most fortunate in obtaining ample ballast pits, of excellent quality and in convenient positions, so that the expense in repairs due to this important item will in future be much below the average.

The Bridges and Culverts, and the Divisions opened, have shewn no symptom of failure in any of their parts. The only settlement or disturbance in any structure having occurred in but one bent of one trestle Bridge, the subsidence of which amounted to one-fourth inches. This upon a new work, subjected to the severe tests of the past Winter and the recent Spring, may be regarded as most gratifying and complete evidence of stability in construction, and the more especially as the abutments in masonry provided for in many places under the terms of the Supplementary Contract, have not yet been inserted, and which have been temporarily postponed because it appeared inexpedient to disturb the present structures so long as they are efficient, and unpolitic to derate the Funds already in hand, to a service for some considerable time altogether unnecessary. The Rolling stock is now complete to the full equipment required by the Commissioners for the whole road, and has approved itself as substantial and efficient. The road has hitherto been worked by nine Locomotives, all of which have been found of excellent and serviceable character. Six other Engines have been contracted for with English and American Manufacturers, who have already received Cash advances thereon; these Engines will be delivered during the ensuing month, so that prior to the opening of the whole line the full equipment required by the Commissioners will be placed upon the road. It is satisfactory, in reference to this subject, to be enabled to report, that up to this date, and on a total mileage run of 284,568 miles, not one failure of rolling stock has occurred, all loss or damage being comprised in one passenger Car derailed by obstruction of the road beyond control of the Officers. To this date 106,071 passengers have been carried without the slightest accident to any, and 32,387 tons of freight of all classes moved and delivered, charged with but £15 9s. 5d. for all loss or damage by accident or error. The rate of speed hitherto maintained upon the line has been 30 miles per hour for passenger trains, and 17 miles per hour for freight, and to this date no passenger train has suffered detention from any other cause than accumulation of snow, and from this only in three instances. These facts it is submitted go far to establish a high character for the road, both as regards efficiency of construction and management of traffic. The station service on the 63 miles opened is (with very slight and unimportant exception) complete; and the Bell Ewart branch connecting the line with the main shore of Lake Simcoe, is in full operation, the Company's steamer, which was fully repaired and refurnished during the winter, is therefore now enabled to make daily trips around the Lake in connection with the road, contributing largely to the passenger and freight traffic, whilst in itself a source of considerable profit to the Company. The construction of the line beyond Barrie (31 miles) is rapidly approaching completion; the Grading and Bridging of the whole length is finished, the ties distributed and the iron delivered. To this date 18 miles of rail have been laid making a total length of 81 miles of finished roadway, and as the laying of superstructure is proceeding at the rate of nearly one mile per day, there can be no doubt that the line throughout its length, may be opened for traffic during the second week of August next. With regard to this portion of the road it is proper to observe that the ballasting service will be fully completed by the

contractors, and that the whole of the works without exception will be executed by them prior to the assumption of any part of them by the Company. The station service upon this division is in active progress, and will be established simultaneously with the opening of the road. The harbor works at Collingwood will, it is anticipated, be sufficiently advanced at that time to admit of the establishment of safe and regular connections with the navigation of Lake Huron; with reference to which, the Company is now engaged in negotiations with parties at Green Bay desirous of establishing a full route westward from Collingwood, *vid.*, Mackinaw and Green Bay, to the Mississippi; already a very considerable length of piers has been formed, large amounts of material have been collected, and a steam vessel and scows with a force of 200 men are now engaged in the construction. The Harbor and permanent depot works at Toronto suspended this season in consequence of delay in location of the Esplanade, and other adjacent Railway works had previously been executed to a large extent; a further expenditure therefore of comparatively unimportant amount, will provide full accommodation for the Company's service, and it is the intention of the Directors to resume these works immediately with a view of their early completion. Upon the whole of the foregoing it is the intention of the Directors to submit a detailed Report to the stockholders at the annual meeting to be held on the 17th proximo, including also a statement of the traffic operations of the Company, returns of which already prepared for submission to Parliament exhibit a most satisfactory revenue due; in the still but partially opened condition of the line, entirely to local sources, and justifying the assurance that when the full road shall be in operation, and the through traffic secured, the anticipations of its promoters will not be disappointed. Subjoined I submit an abstract statement of the expenditure of the Company to this date, and of the advances received by it from the Guarantee Fund.

Expenditure on all Engineering services chargeable to construction to 30th March, 1854, including Road, Harbor, Station, and Depot services and Equipment as per detailed return of that date	£ 676310	5	0
Expenditure on similar services 30th March, to 21st June.	22500	0	0
	<hr/>		
Total expenditure to date.	£ 698810	5	0
Provincial Guarantee, £275,000 sterling, C. 9½	£ 334583	6	8
	<hr/>		
Received by Company to date	£ 284166	13	4
	<hr/>		
Balance, Currency	£ 50416	13	4
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I have the honor to be, Sir,
Your obedient Servant,

(Signed,) F. W. CUMBERLAND,
Chief Engineer.

T. A. BEGLY, Esquire,
Secretary, R. C.

 ONTARIO, SIMCOE, AND HURON RAILWAY COMPANY.

At a Meeting of the Railway Commissioners, held at their office, on Tuesday the 27th of June, 1854.

PRESENT :

The Honorable the Inspector General.
 “ Receiver General.
 “ Post-Master General.
 “ Chief Commissioner of Public Works.
 “ Assistant Commissioner of Public Works.

A communication from F. W. Cumberland, Esquire, Chief Engineer of the Ontario, Simcoe, and Huron Railroad Company was submitted, containing a statement of the expenditure on that road, and claiming the balance of the proceeds of the Government guarantee. The total amount to complete the works, including the rolling stock, is £716,530, of which the sum of £682,961, 5s. 0d, has been expended. The Commissioners recommend that the balance now lying in the Bank of Upper Canada, be transferred to the Company, and that the Company's Bonds be taken for the amount granted.

The Commissioners are of opinion that the advance to be made to the Ontario, Simcoe, and Huron Railroad Company, should be subject to the Report of Mr. Killaly, who should with as little delay as possible, satisfy himself as to the correctness of the statements submitted.

(No. 191.)

DEPARTMENT OF PUBLIC WORKS,

27th September, 1854.

Sir,—At a meeting of the Railway Commissioners, on the 27th June last, a communication from the Chief Engineer of the Ontario, Simcoe, and Huron Railway Company was submitted, containing a statement of the portion of the expenditure on that road incurred within the sphere of his department, and claiming the balance of the Government Guarantee. Upon this subject a resolution was passed, recommending that the balance, then lying in the Bank of Upper Canada, be transferred to the Company, and that the Company's Bonds be taken for the amount guaranteed; but the Commissioners added “that the advance so recommended should be subject to the report of Mr. Killaly, who should, with as little delay as possible, satisfy himself as to the correctness of the statements.”

A copy of this Resolution was submitted for the consideration of the Governor in Council, and it was approved of, and directed to be carried out.

In pursuance of the desire of the Commissioners so expressed, I took the earliest opportunity of inspecting the work. In doing so, I was attended by the Company's Engineer, and other officers connected with its management, and from them I received all the assistance and information I required.

Presuming the wish of the Commissioners to be, that, in the now advanced stage of the works, which are approaching completion, they should be furnished with full information as to the general expenditure incurred thereon, I did not confine my enquiries to that portion of it connected with Mr. Cumberland's Department alone.

All the time of granting the Guarantee the estimate for the construction of the road, with a limited and stated amount of rolling stock, was assumed at £673,000 currency, and the cost of the works embraced in this estimate is within that sum.

It would appear, that in this amount were not embraced the sums required to be expended on the construction of Harbours, and other works subsequently found necessary, and of an equally indispensable character, forming in fact integral parts of the road, and the means of working it.

On my late inspection of the road, and enquiring as to its financial position, and the sums required to complete it, so far as to render it fully available for passenger and traffic purposes, I found, from documents submitted to me, that the final expenditure to put it into that state cannot be taken at less than £1,156,592 7s. 7d. currency, in which sum is included the amount of the Harbour expenses on the Lakes Ontario, Simcoe, and Huron,—of the increased amount of rolling stock,—Ballasting the road where still required,—cost of four and half miles of road beyond the length first assumed, &c., &c., &c. The excess of this sum over that of the first estimate, it will be seen from the foregoing, can be easily accounted for by the outlay upon these important and necessary extras; but it is essential to state, that the cost to the Company, of the works comprised in the original estimate, and contracted for, has not been increased, the excess being altogether made up of legitimate preliminary expenses,—Cost of the several extra works already stated, and to the extraordinary rise (fully from 75 to 100 per cent.) upon labor and materials, which although most seriously affecting the Contractors for the original work, falls on the Company only so far as the extra work is concerned. In examining into these extras, I am bound to say, that I am of opinion that the sums expended on them, are legitimate charges on the cost of the road, that they tend materially to its permanent completion, and will be highly conducive to the increasing of the revenue from it, and towards lessening the cost of its after maintenance, and they furnish additional security for the ultimate amount of aid which will have been made by the province.

The gross expenditure to the period of my examination, including liabilities of the Company to the extent of £30,416, 13s. 4d., was £860,928, 18s. 1½., but in this gross sum is included £32,637, 10s. 0d., sacrificed in the sale of Bonds of the Company, and £21,802, 10s. 6d. expended on traffic account. Deducting both these sums from the gross amount expended, would leave £806,488, 17s. 7d. chargeable to construction. Of this latter sum there has been raised by the Company £471,806, 10s. 11, and they have received from the Government towards the guarantee, £304,166, 13s. 4d., leaving a balance then due to them on that basis of £167,639, 17s. 7d., towards the payment of which there is a balance in hand of £30,416, 13s. 4d. available, and which I would recommend to be handed over to the Company, as this amount is required by them in liquidation of the liabilities above referred to, deducting therefrom the sum of £30,416, 13s. 4d. from the amount due to them as above, there will be left of the guarantee so to paid, £137,223, 4s. 3d. Besides the sum of £806,488, 17s. 7d. expended on construction, a further expenditure of £350,103, 10s. 0d. is *bonâ fide* necessary to put the road and stock into the position it should be to meet the wants of the traffic properly and safely, and to fully secure the Province for its advance; and on this calculation it will be seen that the gross ultimate sum chargeable to construction will be £1,156,592, 7s. 7d., the moiety, of which, a full amount of guar-

antee by the provisions of the act will be £578,296, 3s. 9d., of which the Company has received (including the sum above recommended) £334,583, 6s. 8d., leaving to be ultimately provided by the province the sum of £243,712 17s. 1d., of which amount £137,223, 4s. 3d. is now due the Company as already stated, and the balance, £106,490 12s. 10d., will be payable to them as the work advances.

The gross cost of the road, including all its Harbours, &c., &c., will be about £12048 currency, or less than £10,000 sterling per mile, and it is to be borne in mind, that upon a comparatively short road, such as this is, the cost of so many Harbour Termini, raises the mileage rate considerably,—also, that a good Harbour besides its necessity for Railway purposes, is of such vital importance to the whole of that extensive section of Country, the construction of one would have been forcibly pressed on the Government, and must have been undertaken.

Assuming the aid to be given by the Province as above, the annual Interest on it would be about £34,697 currency, or £667 a week as the present gross weekly receipts on 63 miles, the portion now opened to local traffic have reached £1000, and no one can doubt a great increase of receipts when the line is opened fully to Lake Huron, and obtains its share of the Great Western through travel and traffic—after making full deduction for cost of running, the security to the Province for the interest upon its advance is still certain.

In conclusion I would respectfully recommend that the balance in hand £30,416 13s. 4d. be now freed to the Company, and that authority be obtained for the transmission of Debentures to the amount of £243,713 17s. 1d. currency to London, in the same manner, and subject to the same restrictions as the former sum.

I am, Sir,
Your obedient Servant,

(Signed,) HAMILTON H. KILLALY.

Colonel the Honorable E. P. TACHÉ,
Chief Railway Commissioner.

(No. 32.)

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

The undersigned has the honor to submit for the approval of Your Excellency, the following copy of a Minute passed this day at a Meeting of the Board of Railway Commissioners.

The Report of the Honorable H. H. Killaly upon the state of the Ontario, Simcoe, and Huron Railway, called for by the minute of the 27th June last, was laid before the Board.

From the Report it appears that the cost of this road, as originally calculated, was to have been £673,000, and upon an understanding being had between the Government and the Company as to the work receiving the Provincial aid, the amount of such aid was assumed to be £275,000, sterling. At the time of this

arrangement, the line had been located only as far as Barrie, and the northern extremity of it, whether it should terminate at Penetanguishine, or at Collingwood or elsewhere upon Lake Huron was altogether undecided, and of course no correct estimate of the full cost of the road could have been made.

Subsequently the line was located to Collingwood, at which an extensive Harbor is being constructed. A branch has been made to Lake Simcoe, and a Harbor established there, with steamboats making the tour of the Lake, and running in connexion with the Railway trains. Extensive harbor and depôt works are in course of construction at Toronto also. All of these were not included in the original estimate, and their construction, together with that of the original portions of the road, and suitable preparation as to rolling stock will bring up the ultimate cost of the road to the sum of £1,156,592, 7s. 7d.

After duly considering the facts set forth in Mr. Killaly's Report, and being satisfied that no unnecessary or wasteful cost has been incurred by the Company, and that the additional works which have so increased the expenditure on the road have been indispensable, that they will tend materially to its permanency, will lower the expenses of its after maintenance, and will be highly conducive to the increasing of the revenue of the road and thus further ensure the Province for its advance.

The Commissioners are of opinion that the Company are entitled to the amount of aid authorized by the Act, namely, the Guaranteeing of their Bonds to the extent of one-half the expenditure, which would upon the sum stated, amount to £578,296 3s. 9d., of this there has been advanced to the Company £334,583 6s. 8d., leaving to be provided by the Province the sum of £243,712 17s. 1d., of which £137,223 4s. 3d., is now due the Company, and £106,490 12s. 10d., will be payable to them as the work proceeds.

The Chairman was requested to submit a copy of this minute to His Excellency the Governor General in Council, and to request that the Honorable the Receiver General be authorized to take the necessary steps to carry out the arrangement with the Company as therein proposed, by transmitting Debentures to the amount of £243,712 17s. 1d., currency, or say, £200,000 sterling, to London in the same manner and subject to the same restrictions as the former sum of £275,000, he being authorized however, to pay to the Company the sum of £137,223, 4s. 3d., out of the proceeds of the Debentures now to be sent.

Respectfully submitted.

(Signed, E. P. TACHÉ,
Chairman, Railway Board.

OFFICE OF BOARD OF RAILWAY COMMISSIONERS,
13th November, 1854.

At a Meeting of the Board of Railway Commissioners, held at their Office, on Thursday, the 28th day of September, 1854.

PRESENT :

The Honorable The Receiver General, (Chairman);
“ The Chief Commissioner of Public Works;
“ The Assistant Commissioner of Public Works.

ONTARIO, SIMCOE, AND HURON RAILROAD UNION COMPANY.

The Report of Mr. Killaly, as called for by the Minutes of the proceedings of the Meeting of the Railway Commissioners, held on the 27th June last, upon the application of the Ontario, Simcoe, and Huron Railroad Union Company to be paid the balance in hand of the guarantee, was read, and it was Resolved,

That so much of the said Report as refers to the transferring to the Company the balance in hand be agreed to, but that the substance of the remainder of the Report lie over for future consideration.

The Secretary was directed to send a Copy of this Resolution to the Honorable The Receiver General, that he may take action accordingly.

(Signed,) E. P. TACHÉ,
Chairman.

(Signed,) THOMAS A. BEGLY,
Secretary.

R E T U R N

To an Address from the Legislative Assembly, of the 28th ultimo, for Copy of Correspondence relative to Contract for Tug-Boat service between Montreal and Kingston.

By Command.

GEO. ET. CARTIER,

Secretary.

SECRETARY'S OFFICE,

Quebec, 19th April, 1855.

No. 1.

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

The undersigned has the honor to report, that the tenders received, pursuant to advertisement for the performance of tugging on the St. Lawrence, between Montreal and Kingston, were this day opened, the two Commissioners of Public Works present—when they found that the Tenders were six in number—one of which however was inadmissible, as it required the Government to build the Boats.

No. 1.—Tendering parties—Messrs. Holton & Co., Messrs. McPherson & Co., and D. Bethune & Co., for six Boats; the annual bonus of £7,000, dated 15th November, received 16th, not strictly receivable—the 15th being the last day advertised for the reception of Tenders.

No. 2.—Tendering Messrs. Hooker & Holton, and Messrs. McPherson, Crane & Co., Six Boats—annual bonus £5,400, dated 16th November, received 17th, not strictly receivable, being two days after the time advertised—and it would appear to have been forwarded at this lower rate, in consequence of their having been informed of the amount of Mr. Cotten's tender—£5,800.

No. 3.—W. J. MacDonald—This being a tender requiring the Government to build and furnish the boats, upon which the tenderer would pay a Charter of £1,000, per annum, for each boat, the Commissioners did not feel authorized to receive it.—date 11th November.

No. 4.—Messrs. Calvin & Cook states no number of boats—amount of bonus demanded, £2,945, annually—date, 11th November.

This tender being from the parties who have hitherto had the Contracts, which they carried out so very unsatisfactorily, and their boats being quite unsuitable, the Commissioners are of opinion their tender should be passed over.

No. 5.—Thomas Maxwell—bonus demanded for 5 boats, £3,150, annually, or, if a sixth be put on, £3,650, a year, for the first 3 years—In either case, Mr. Maxwell offers to make a deduction on the bonus of 10 per cent. for the two years succeeding the first period of the Contract; and so on for each period of two years to which the Contract may be extended—date, 6th November.

No. 6.—James Cotton & Co.—bonus demanded for six boats, £5,800, annually—dated and received 15th November.

After a due consideration of the foregoing, the Commissioners are of opinion that the tender of Mr. Maxwell is the most eligible, and they would respectfully ask authority to enter with him into Contract, upon the terms of his tender, provided they find the security he offers unobjectionable, and that the boats he can put on the respective routes correspond with the requirements of the advertisement.

Respectfully submitted.

(Signed,) J. CHABOT,
Chief Commissioner of Works.

QUEBEC, 18th November, 1852.

No. 2.

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

The undersigned has the honor to report, that Messrs Maxwell and McLennan, the acceptance of whose tender for the towage from Montreal to Kingston, was recommended by the department conditionally, have arrived in this City, for the purpose of having the Contract closed.

Two of the boats represented by them as being at their command, and which they proposed to employ on the respective stations of the route, having been objected to as unfit and incapable of performing the duty, these gentlemen stated that there are two other boats of more power and better suited, which they could procure, but only at a considerable higher rate of charter.

By their tender, based on the terms and condition set forth in the advertisement, they undertook to perform the towage satisfactorily, on being paid a yearly bonus of £3,650 for three years, from which a deduction of ten per cent was to be taken after that lapse of time, and as the contract is to be accompanied by a heavy security Bond, it may be said the selection of the boats might be left to the Contractors solely. But, from the total failure of the two previous years of the attempts made to have this work done effectually, notwithstanding the Contracts were drawn up in the most stringent manner, and as all those concerned in the trade of the Lakes and River have been led to expect that means would certainly be taken by the Government to have the towage effectually performed the ensuing year, the undersigned is of opinion that all possible means should be taken to ensure its being so performed.

From all the information the undersigned has been able to procure with regard to the respective capabilities of every boat now afloat, and which might be available for the establishment of the intended tug line, he is led to the conclusion, that no better arrangement can be made for the forthcoming season, than that now proposed by Messrs Maxwell and McLennan, and in consideration of their

putting on the two more powerful and expensive boats above alluded to, and not contemplated in their tender, he is disposed strongly to recommend that the terms be increased to £4,650 for the first three years, as by securing these boats, there is a certainty of the work being better performed, even at that rate the bonus would be nearly £1,200 less than that required by the next lowest tender.

The undersigned has received information that the most unprecedented exertions are now being made by the proprietors of vessels on Lake Erie, and by all the parties connected by the several canals and railroads leading from that Lake to the sea coast, to divert the trade of the carrying season down those channels. These exertions, unless met by corresponding efforts in Canada, must succeed, and a very large proportion of the trade be lost; a really efficient towing line, is one of the most effective means by which Canada can secure her just share of the trade of the Lakes.

As before stated, the undersigned has every reason to believe, that no better arrangement can be made for this year, with the vessels which are available, than that now proposed, and he respectfully recommends that authority be given to this department to enter into contract with Messrs Maxwell and McLennan for the performance of the towage between Montreal and Kingston for three years, the amount of bonus to be £4,650 a year, and if the contract be continued for a longer period, then the bonus shall be decreased one-tenth a year. After the contract has been in operation for some time, should it be found from the increase of trade or other reasons, that more powerful boats are required, it will then be highly deserving of consideration, whether it would not be desirable to require the Contractors to build two boats expressly for towing, of such power and dimensions as the Government may decide on, and to aid them in building these boats, by an advance of money, to be secured, and repaid from the annual bonuses.

Respectfully submitted.

(Signed,) J. CHABOT,
Chief Commissioner,

DEPARTMENT OF PUBLIC WORKS,
Quebec, 15th January, 1853.

No. 3.

To His Excellency the Administrator, in Council, &c., &c., &c.

The undersigned has the honor to Report, that an application has been made by the Contractor for towing on the St. Lawrence from Montreal to Prescott, for an advance or loan by Government of a sum of money sufficient to cover the cost of constructing two steamers for that service.

The annually increasing trade, the importance of inducing as much as possible of it down the St. Lawrence and thereby preventing its being diverted through rival channels, together with the fact of there being no suitable boats now in the Province, appear to the undersigned strongly to recommend the application of the Contractor being acceded to, subject to certain conditions, amongst the principal of which should be:—

1st. That the boats and engines should be constructed in the very best manner—the specifications and agreements for which should be submitted to this Department before they are finally adopted.

2nd. That ample security be given for the semi-annual payment of interest at the rate of 6 per cent per annum, on the moneys advanced, and for the annual payment of instalments of such an amount as would, in five years, liquidate the loan and the interest thereon.

3rd. That the vessels should be of the largest size, capable of passing through the locks on the St. Lawrence Canals.

4th. Each boat to have one Engine with

56 inch Cylinder,

10 feet stroke,

26 feet Diameter of wheel,

7 feet breadth of wheel,

36 inches of steam, cutting off at half stroke.

The undersigned would therefore respectfully recommend that authority be granted to this department to enter into such an agreement,—when satisfied of the sufficiency of the security offered for the payment of the interest and instalments, and for the fulfilling of all the conditions that they considered necessary.

Respectfully submitted.

(Signed,) J. CHABOT,
Chief Commissioner.

DEPARTMENT OF PUBLIC WORKS,
Quebec, 28th October, 1853.

No. 4.

(Copy.)

To His Excellency the Administrator of the Government in Council, &c., &c., &c.

The undersigned has the honor to report, for the information of Your Excellency in Council, that the line of Tug-Boats between Lachine and Kingston, established by the Government last spring, has been conducted in such a manner as to give satisfaction to the Public in general. Nevertheless, some complaints have been made against the Contractors, and the efficiency of their line. Distance from the locality, and pressure of official business, however, prevent the Commissioners of Public Works from keeping such watch over the line in question as they would wish to do for the interests of commerce. The merchants and others engaged in the forwarding trade, have represented to the Commissioners that it would be desirable, and even necessary, that some competent person should be appointed as Superintendent of the line referred to, a representation in which the Commissioners willingly concur; and they would suggest, therefore, that Your Excellency be pleased to authorize the appointment of such an Officer, to be nominated by Your Excellency. With respect to the payment of a Superintendent, two modes have been suggested; the one,—to give him the whole of the penalties levied upon the Contractors for infraction of any of the Clauses of their Contract; the other, to place him upon a fixed Salary. Both of these means of remuneration are open to objection. If the first were adopted, it is to be apprehended, that the Superintendent, relying altogether for remuneration upon the amount of the penalties, might exercise towards the Contractors a needless or tyrannical degree of severity, from which there might arise difficulties and

constant altercations between him and the Contractors; while with respect to the second mode, the objection is, that the Superintendent being sure of his Salary, might neglect his duties, and fail to employ the necessary diligence.

The Commissioners, therefore, take the liberty of suggesting another mode of payment, which is, to allow the Superintendent a fixed Salary of £200, per annum, together with a fourth of the proceeds of the penalties which may be levied upon the Contractors—the remaining three-fourths to be applied to the payment of the Superintendent's Salary. Should any surplus then remain, it would go to the public revenue; and if, on the contrary, there should be a deficit, it would be placed to the debit of the same.

Respectfully submitted.

J. CHABOT,
Chief Commissioner.

DEPARTMENT OF PUBLIC WORKS,
Quebec, 25th April, 1854.

No. 5.

COPY of ARTICLES of AGREEMENT, between THOMAS MAXWELL and the COMMISSIONER of PUBLIC WORKS, dated 4th April, 1853.

An Agreement made the fourth day of April, in the year our Lord one thousand eight hundred and fifty-three, between Thomas Maxwell, of the City of Kingston, Upper Canada, Mariner of the first part, and Her Majesty Queen Victoria, represented herein by the Honorable Jean Chabot, Chief Commissioner of Public Works for the Province of Canada, and the Honorable Hamilton Hartly Killaly, Assistant Commissioner of Public Works for the said Province, of the other part.

Whereas, the said Commissioners, acting for and on account of Her Majesty as aforesaid, caused public notice to be given, that tenders and proposals would be received by them for Tug-boats to be placed on the River Saint Lawrence for the purpose of towing vessels and other craft between Lachine and Kingston on the said River, and whereas the said Thomas Maxwell tendered for the same, and the said Commissioners have accepted his tender, and resolved to enter into a contract with him for the supply of such Tug Boats accordingly. Now these presents witness, that the said Thomas Maxwell, in consideration of the bonus or sum of money hereinafter mentioned, and the covenants and agreements hereinafter expressed and contained, on the part and behalf of the said Commissioners (acting for Her Majesty as aforesaid) doth hereby for himself, his heirs, executors and administrators covenant and agree with Her Majesty, Her Heirs and Successors in manner following, that is to say,

That he will, during the period of navigation, in each of the years one thousand eight hundred and fifty-three, one thousand eight hundred and fifty-four,

and one thousand eight hundred and fifty-five, well and sufficiently tug and tow all vessels and other craft for which such services shall be demanded or required by the owner or owners, master, captain or person in charge thereof, from any port or place to any other port or place on the main and usual line of communication between the ports of Lachine and Kingston on the said River. That the said Thomas Maxwell shall and will during the season of navigation in each of the years aforesaid, well and sufficiently furnish, provide, maintain, repair, and keep in repair, at least six steamboats for the performance of the service of towing aforesaid, that he will provide and man the said boats and each of them with sufficient crews and experienced and skilful engineers for working and managing the same, and shall and will furnish and equip the said boats with all manner of supplies and materials which may be necessary for promptly towing all such vessels and other craft for which such service may be required as aforesaid between the said ports of Lachine and Kingston, or for any part of the distance between the said ports on the main and usual line of communication, at any time during the period aforesaid, and also that he will procure, and keep ready for use such extra supplies and materials as may be necessary in case of accident.

That he shall not nor will at any time during the period aforesaid, carry or permit any of the steamboats to take on board or carry freight of any kind, or take rafts in tow, or perform or permit the said boats to perform any other service than that of towing vessels and craft engaged in trade.

That he shall, and will, upon the opening of navigation in the present year, One thousand eight hundred and fifty three, place and continue the following steamboats (to be used for the purpose of towing as aforesaid) on the following routes respectively, viz. :—

The new Canada between Lachine and the Beauharnois Canal.

The Mazzeppa between the Beauharnois and Cornwall.

The Traveller and Old Canada between Dickenson's Landing and Prescott.

The Gildersleive and Charlevoix between Prescott and Kingston.

That if any or either of the said boats, or any boat or boats which may at any time be substituted for them or either of them, shall at any time be found incapable of fully and efficiently performing the business of towing on the route on which the same is placed by the said Thomas Maxwell, shall and will immediately replace such boat by another and more suitable boat, capable of performing, such duty efficiently.

That he shall not, nor will permit the said boats or either of them, to be taken through the Canals while engaged in towing as aforesaid, but shall and will keep and continue them on the routes to which they are respectively assigned.

That he shall and will, during the continuance of this agreement, cause the said boats to make, and run the following trips respectively, to wit :—

The boat placed on the route between Lachine and the Beauharnois Canal, shall make two trips daily, that is to say, two trips from Lachine to Beauharnois Canal, and back to Lachine.

The boat placed on the route between the Beauharnois Canal and Cornwall, shall make one trip daily, that is to say, one trip daily from the head of the Beauharnois Canal to the lower end of the Cornwall Canal, and back to the Beauharnois Canal.

The two boats placed on the route between Dickenson's Landing and Prescott, shall each make a daily trip over the route, starting from opposite ends of the said route.

The two boats placed on the route between Prescott and Kingston, shall also make a daily trip each over the route in opposite directions.

That he shall and will from time to time, and at all times during the continuance of this agreement, remove the said boats or any or either of them from the route on which the same may be placed, to any other route which the said Commissioners or their successors shall designate.

That he shall and will, during the continuance of this agreement, so manage and conduct the said boats, that vessels shall be towed from Lachine to Kingston within four days, and from Kingston to Lachine within three days, unless such vessel or vessels shall be detained for an unusual or unreasonable time in passing through the Canals, or some or one of them.

That he shall and will, in the event of any accident or damage happening to the said Boats or either of them, by which the towing of vessels may be interrupted or delayed, procure another or others with all possible despatch, to supply the place of the Boat or Boats so damaged.

That he shall and will, during the continuance of this agreement, furnish and provide good and sufficient tow lines, for the purpose of towing vessels.

That he will and shall, at all times take in tow vessels and craft for which such service may be required, and shall continue to tow every such vessel or other craft to its destination without partiality or favor of any kind; and shall not, nor will cast off any vessel in order to take in tow some other vessel without the consent of the person in charge of the vessel so cast off; and shall and will in case of any dispute between the Captain, Master, or person in charge of any vessel or craft, and the said Thomas Maxwell, his servants, or agents, as to the time when, or order in which such vessels or craft shall be taken in tow, refer the said dispute to such officer as may be appointed by the said Commissioners, to hear and determine disputes at the Port or place where the same shall happen, and shall and will abide by his decision; that he shall and will at all times during the continuance of this agreement, make, or cause to be made, all such entries, certificates, and memoranda, and give, or cause to be given, all such information, and do and perform, or cause to be done and performed, all such acts, matters, and things as may from time to time be required, or directed by the said Commissioners and their successors (if notice shall be given to the said Thomas Maxwell, his servants, or agents), for the purpose of keeping a record of the name of every such vessel taken in tow as aforesaid, or other craft, the name of the owner or master thereof, the breadth of beam and draught of water thereof, the amount of tonnage payable in respect thereof, the name of the Port or place where the same was or is taken in tow, and of the Port or place to which she is bound, the hour of departure from port and arrival thereat, and generally shall and will do and perform all such acts and things as may be required or directed by the said Commissioners, for the purpose of obtaining and keeping record of any facts or statistics arising out of, or connected with the execution of this agreement, or any part thereof.

And it is hereby agreed by and between the said parties, that for every hour which any Vessel may be detained beyond the time hereinbefore limited for the downward and upward trips respectively, through the act or default of the said party of the first part, his servants, or agents, the following sums shall and may be deducted by the said Commissioners, or their successors, from the money payable to him, as hereinafter mentioned, viz:—

For a Vessel of twenty-five tons and under, five shilling per hour.

For a Vessel over seventy-five tons and under ninety tons, six shillings and three pence per hour.

For a Vessel over ninety tons and under one hundred and ten tons, seven shillings and six pence per hour.

For a Vessel over one hundred and ten tons and under one hundred and twenty-five tons, eight shillings and nine pence per hour.

For a Vessel of one hundred and twenty-five tons and under one hundred and fifty tons, ten shillings per hour.

For a Vessel of over one hundred and fifty tons, eleven shillings and three pence per hour.

And it is hereby agreed that the said Commissioners and their successors, shall and may decide in all cases whether such detention was caused by the act or default of the said party of the first part, his servants or agents, but the deduction of any sum as aforesaid shall not discharge the said party of the first part from any claim by other parties for damages for or on account of such detention, but all persons injured by such detention shall be entitled to recover, in any action, as if such deduction by the Commissioners as aforesaid, had not been or could not be made. And it is further agreed by and between the said parties, that the rates per mile which may be charged for the tonnage of all such Vessels as pass through the Canals, or either of them, shall not exceed the sums specified in the schedule hereunto annexed and signed by the said parties to these presents, for towage upwards, and shall not exceed one-third of such rates for towage downwards; and the following shall be deemed and taken to be the number of miles respectively for which such rates may be charged on the following routes respectively:—

From Lachine to the lower entrance of the Beauharnois Canal, nineteen miles.

From the upper entrance of Beauharnois Canal to Cornwall, forty miles.

From Dickinson's Landing to Prescott, forty-one miles.

From Prescott to Kingston, sixty-one miles, and when any vessel shall be taken in tow at any other port or place than those above mentioned, it shall be lawful to charge for the whole distance between the port or place to which such vessel is towed, and the port or place from which the Steam Tug boat started at the commencement of the trip.

And it is further agreed by and between the said parties, that it shall be lawful for the said Commissioners or their successors at any time during the continuance of this agreement, to change modify and alter the rates of tonnage mentioned in the Schedule hereto annexed, and to adopt some other mode of ascertaining and levying the same: Provided always, that in making such change or alteration, the said Commissioners shall endeavour to adjust the same, so that the amount of towage which the said Thomas Maxwell may charge upon a given number or fleet of vessels, including those of the largest and smallest towage, shall be as nearly as possible equal to the amount which he would be entitled to charge upon the same number of vessels under the Schedule hereto annexed.

And it is further agreed by and between the said parties, that it shall be lawful for the said Commissioners or their successors, to extend this agreement to the term of seven years from the date hereof, upon giving notice in writing of their intention so to do, to the said Thomas Maxwell, at any time before the expiration of two years and nine months from the date hereof, and all the covenants and clauses, stipulations and agreements herein contained, shall, except as hereinafter mentioned, remain and continue in full force and effect after the giving of such notice, as fully and effectually to all intents and purposes, as if this agreement had been made and entered into for the term of seven years in the first instance.

And it is further agreed by and between the said parties, that it shall be lawful for the said Commissioners, or their Successors acting for Her Majesty as aforesaid,

at any time during the continuance of this Agreement to cancel and put an end to the same if they shall see good cause for so doing, and in such case the said Thomas Maxwell, his Heirs, Executors and Administrators, shall be entitled to receive compensation for such losses as he may sustain for or in respect of Charters and materials on hand, and other losses which he may actually and *bond fide* sustain by reason of such cancelling, and putting an end to this Agreement; but no loss of profits or prospective advantages of any kind shall be deemed a loss for which compensation can be claimed in the event of this Agreement being so cancelled and put an end to as aforesaid. Provided always, that in case of dispute or disagreement between the said Commissioners and the said Thomas Maxwell, his Heirs, Executors, or Administrators, as to the amount of such compensation, the question in dispute shall be referred to and be discussed, and determined by two indifferent persons to be nominated by the said Commissioners or their Successors, and one by the said Thomas Maxwell, his Executors or Administrators, by writing, under their respective hands, and every award or determination to be from time to time made by such Arbitrators, shall be binding and conclusive as to the matters so to be submitted to them respectively, provided every such award be made in writing, and ready to be delivered to the said Commissioners or their Successors, and to the said Thomas Maxwell and his Executors or Administrators, within the space of thirty days from the date of such reference as aforesaid; but in case such Arbitrators so to be from time to time nominated as aforesaid, shall not make their respective awards within the space of thirty days next, after such respective references to them as aforesaid, then every such dispute shall be referred and be discussed, and determined by such one indifferent person, as such first-named Arbitrators, shall from time to time by any writing or writings under their respective hands nominate or choose as an Umpire in the matter so referred to them respectively as aforesaid, and whatever end or determination the said Umpire shall from time to time make of or concerning the matters to him respectively referred, the same shall be binding and conclusive between the parties hereto, provided such Umpirages or Awards shall be respectively made in writing, and ready to be delivered to the said Commissioners, and the said Thomas Maxwell, his Executors, or Administrators, within the space of thirty days next after the nomination or appointment of such Umpire.

And it is further agreed by and between the said parties, that it shall be lawful for the said Commissioners, or their successors, at any time during the continuance of this agreement, to prescribe for the towage of Vessels not destined for Canadian Ports, other and different rates of tonnage than those specified in the Schedule hereto annexed, which rates so prescribed as aforesaid, shall thereafter be charged and collected from all such Vessels not destined for Canadian Ports as aforesaid.

And it is further agreed by and between the said parties, that it shall and may be lawful for the said Thomas Maxwell, at all times during the continuance of this agreement, to carry, convey, or cause or procure the carriage and conveyance, through the Canadian Canals, of all such fuel as he may require for the use of the said Tug Boats, without payment of Canal dues or tolls in respect thereof.

And it is further agreed by and between the said parties, that it shall at all times be lawful for the said Commissioners to cause the said boats, or any or either of them, and the Engines, Boilers, and machinery thereof, to be inspected by a competent Engineer or Engineers, and if such Engineer or Engineers shall report the same to be dangerous or unsafe in any respect, the said boat or boats shall be immediately removed or repaired, and made safe, as the said Commissioners shall direct.

And it is hereby further agreed by and between the said parties, that it shall not be obligatory to start from either of the Ports of Lachine or Kingston, on the Sabbath day, to make an upward or downward trip, but if the said boats, or either of them, shall be at any intermediate Port or place on such day, it shall be lawful for the said boats or boat to continue and finish the trip so in course of being run.

And it is also agreed by and between the said parties, that printed copies of the schedule hereto annexed, and of each and every schedule of towage rates which may from time to time be presented by the said Commissioners or their successors, pursuant to this agreement, shall be put and placed by the said Thomas Maxwell in each of the said Boats, in the most conspicuous part thereof, so that all persons desirous of seeing and inspecting the same may have the opportunity without inconvenience or trouble.

And it is further agreed as aforesaid, that in any question or dispute arising upon any covenant, stipulation, or agreement herein contained, no reference shall be had or made to the original tender of the said Thomas Maxwell, but the same and every other tender, advertizement, proposal, and notice to or from any person, or in any manner relating to the subject matter of this contract, made or published before the date hereof, shall be deemed and taken to be wholly superseded by these presents. And Her Majesty (represented herein by the said Commissioners for Herself, Her Heirs, and Successors) doth promise and agree to and with the said Thomas Maxwell, his heirs, executors, and administrators, in manner following, that is to say—

That upon the due and faithful performance of all and singular the covenants' stipulations, and agreements herein contained, and on the part of the said Thomas Maxwell to be kept and performed, the said Commissioners and their successors (acting as aforesaid) shall and will pay, or cause to be paid to the said Thomas Maxwell, his heirs, executors, or administrators, the bonus or sum of Four thousand six hundred and fifty pounds, for each and every of the said three years (if this agreement shall remain in force), the said yearly bonus or sum to be paid in three equal instalments of One thousand five hundred and fifty pounds on the first day of August, on the first day of October, and on the first day of December in every year.

That if the said Commissioners or their successors shall give notice as aforesaid of their intention to extend the term of this agreement to seven years, as herein before mentioned, the said Commissioners and their successors shall pay, or cause to be paid to the said Thomas Maxwell, his heirs, executors, and administrators, for the first year after the expiration of the first three years of this agreement, the bonus or sum of Four thousand one hundred and eighty-five pounds, to be paid in three equal instalments, on the days and times above mentioned; and for every succeeding year of the said term, a bonus or sum which shall be less by ten per cent. than the bonus or sum of the next preceding year, and payable by instalments as aforesaid.

And it is further stipulated and covenanted between the aforesaid parties, that the said Thomas Maxwell of the first part, shall provide and furnish the several tug boats, with suitable and sufficient tow ropes, by which the vessels shall be towed, and for the use, and wear, and tear of which tow ropes, he, the said Thomas Maxwell, shall be entitled to charge at the rate of threepence per mile, which charge is to be paid by the respective Masters or Owners of vessels, together with the charges for towage.

In witness whereof, the said Commissioners acting for and in the name of Her Majesty, have to these presents, signed their names and set their seal, at Québec,

in the Province of Canada, this fourth day of April, in the year of our Lord, One thousand eight hundred and fifty-three, and the said Thomas Maxwell has to these presents signed his name and set his seal, at Quebec, in the Province of Canada aforesaid, this fourth day of April, in the year of our Lord, One thousand eight hundred and fifty-three.

(Signed,) THOMAS MAXWELL. [L.S.]

Signed and sealed by the said Thomas Maxwell, in the presence of

(Signed,) JAS. W. HARPER.

“ JAS. GUY.

J. CHABOT,

Chief Commissioner of
Public Works.

HAMILTON H. KILLALLY,

Assistant Commissioner
Public Works.

Department
Seal.

THOMAS A. BEGLY,

Secr. Public Works.

Signed and sealed by the said Commissioners of Public Works, and counter-signed by the secretary in the presence of

JAS. W. HARPER.

J. GUY.

SCHEDULE of RATES for TOWAGE per Mile, for each Vessel Upwards, referred to in the accompanying Agreement.

BREADTH OF BEAM.

DRAUGHT

OF WATER.

	Feet, 12.		Feet, 13.		Feet, 14.		Feet, 15.		Feet, 16.		Feet, 17.		Feet, 18.		Feet, 19.		Feet, 20.		Feet, 21.		Feet, 22.		Feet, 23.		Feet, 24.		Feet, 25.		Feet, 26.		
	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	
2 feet.....	0	10	0	11	1	0	1	1	1	2	3	3	4	4	5	6	6	7	7	8	8	9	9	10	10	11	11	12	12	12	13
2½ do.....	1	1	1	1	1	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
3 do.....	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
3½ do.....	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
4 do.....	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
4½ do.....	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
5 do.....	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
5½ do.....	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
6 do.....	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
6½ do.....	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
7 do.....	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
7½ do.....	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
8 do.....	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
8½ do.....	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3
9 do.....	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3

NOTE.—The Contractor for Towing is bound to provide and furnish tow ropes, for the use and wear and tear of which he is entitled to charge at the rate of three pence per mile.

(Signed) THOS. MAXWELL,
 " J. CHABOT, Chief Commissioner P.W.
 " HAMILTON H. KILLALY, Assistant Commissioner P.W.
 " THOMAS A. BEGLY, Sec. Pub. Works.

Witnesses to the Signatures of all the parties,
 JAS. W. HARPER,
 J. GUY.

No. 6.

(Copy.)

QUEBEC, November 29th, 1852.

Sir,—I beg to inform you, that during a conversation with the Honorable Francis Hincks, respecting the Tug Line, that a consideration was proposed by him in case our tender was accepted, to this effect, that we should get an additional sum, say double the amount specified in our original tender, between Prescott and Kingston, for putting on an additional boat between the Ports, which would make six Steamers in all.

I am pleased to inform you, that the undermentioned Steamers have been secured, and will be ready to place on their respective Stations, on the opening of Navigation One thousand eight hundred and fifty-three, viz:—

Steamer Canada	.....2	Engines	.....60	Horse power.
Do City Toronto	.....2	do	.....90	do.
Do St. Lawrence	.....2	do	.....90	do.
Do Lady Lake	.....1	do	.....80	do.
Do Princess Victoria	....1	do	.....75	do.
Do Prince of Wales	....1	do	.....45	do.

In order to guard against accident, we are now in treaty with the owner of the Steamer Gildersleeve for that Vessel, which we will have ready to supply the place of any of the other Steamers in case of accident; in order to shew the Government that we cannot be taken short for Steamer power, Mr. Calvin has offered three of his Steamers.

I am, Sir,
Your obedient Servant,

(Signed,) THOMAS MAXWELL.

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

No. 7.

(Copy.)

QUEBEC, February 19th, 1853.

Sir,—With reference to the conversation which took place between us in your office, on the subject of building Steam Tugs to ply between Dickinson's Landing and Prescott, I beg to say that I have given the matter some consideration, but since the introduction of the Caloric Engine by Captain Ericson, I have changed my views; I am now of opinion that before five years that will be in general use, for safety, speed, and economy combined it will surpass all others, the speed that has been obtained with this Engine has exceeded the most sanguine expectation of the parties who moved in it: the speed obtained, as reported, is nine knots per hour, this I think is worthy of making enquiry into, for instance a speed of nine knots has been obtained in three thousand ton ships, and by reducing the size and tonnage to one required to do our towing on the St. Lawrence, I am quite satisfied that there would be no difficulty in obtaining a speed of not less than twelve miles per hour, and probably would come easily up to fourteen. I

am also of opinion that Mr. Ericson would be willing to put two engines, and guarantee a speed of not less than twelve miles the hour. In case the suggestions meet with your approval I would this spring take a trip down to New York, and have an interview with him on that subject.

The advantages to be derived from introducing one or two vessels on the St. Lawrence, to be employed in the Tug Line service, would have a tendency to benefit both the Contractor and the Trade generally, for instance, the consumption of fuel would be lessened nearly one-sixth, and of course a reduction of tariff rates, which would have a tendency to increase the number of vessels descending the St. Lawrence to Montreal or Quebec, and at same time place the Contractor in a position to stand against all opposition by steam power.

I am, Sir,

Your obedient Servant,

(Signed,) THOS. MAXWELL.

The Honorable H. H. KILLALY,
Quebec.

No. 8.

(Copy.)

QUEBEC, January 18th, 1853.

Sir,—With regard to the intimation in Mr. Begly's Note of yesterday, respecting your having a Survey made of the Steamers City of Toronto and America, we beg to say that as these vessels are well-known to yourself, that a Survey at present might very much interfere with our negotiating with the owners of those Steamers, either for purchase or Charter, hoping that you will permit us to close first with the owner of them. The other vessels named in our letter to the Commissioner of this date, can be surveyed at the ports mentioned, as that cannot interfere with our arrangement.

We are, Sir,

Your obedient Servants,

(Signed,) THOMAS MAXWELL,
“ H. McLENNAN.

To the Honorable H. H. KILLALY,
Assistant Commissioner Public Works,
Quebec.

(Copy.)

PUBLIC WORKS,

Quebec, January 17th, 1853.

Gentlemen,—The Commissioners request that you will inform them where the several boats are now lying, which, by your last communication, you propose to

place, for towing, on the respective portions of the route, in order that a Survey and Report may be obtained, as to the condition and capability of each.

I am, Gentlemen,
Your most obedient Servant,

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

Messrs. MAXWELL & McLENNAN.

(Copy.)

PUBLIC WORKS,
Quebec, 18th January, 1853.

Gentlemen,—In reference to your letter of this day marked "private," but which being on public service, I could not regard so, I beg to state that having consulted my Colleague on it, he agrees with me, that the course we proposed to pursue is the proper one, namely, to have a Report on the state and efficiency of the Boats, our doing so cannot prejudice your interests, inasmuch as the additional amount of bonus consented to, was governed by the offer of the Proprietors of those Boats to you. Moreover, it is obviously necessary that the Commissioners should be assured by Survey and Report that the vessels are well adapted for the purpose, before you would compromise yourselves by closing for them.

I am, Gentlemen,
Your obedient Servant,

(Signed,) H. H. KILLALY.

Messrs. MAXWELL & Co.,
Quebec.

No. 9.

(Copy.)

QUEBEC, 12th February, 1853.

By Telegraph from Kingston.

McLennan has withdrawn from Contract. I will assume and furnish security. Boats all secured. Will be in Quebec next week.

(Signed,) THOMAS MAXWELL.

To Hon. H. H. KILLALY.

No. 10.

(Copy.)

QUEBEC, 12th April, 1853.

By Telegraph from Kingston.

“Traveller,” ninety-four horse power, three hundred tons, six feet nine inches draught. “Canada,” sixty-five horse, one hundred and ninety tons, five feet six. “Gildersleeve,” sixty-six horse, one hundred and seventy-five tons, five feet six. “Charlevoix,” one hundred and ninety tons, sixty-five horse, five feet. “New Canada,” one hundred and twenty-five tons, forty-five horse, four feet. “Mazeppa,” one hundred tons, thirty-five horse power, four feet.

(Signed,) THOMAS MAXWELL.

To Thomas A. BEGLY, Esquire.

No. 11.

(Copy.)

KINGSTON, May 3rd, 1853.

Sir,—I beg to acknowledge the receipt of your favor No. 13,288, and note contents.

In reply, I beg to say that I feel disappointed in the Schedule not being advertised by the Commissioners of Public Works this season.

I will, according to your wishes, place on each of the Steamers in a conspicuous part, a printed tariff of rates. With regard to your remarks respecting my being bound not to charge more than the Tariff, and that there is nothing to prevent my charging less, I have to say that I do not intend charging full tariff rates to Vessels upwards from Prescott to Kingston, that have employed the Tug-line from Kingston downward, to Montreal; I shall charge all such Vessels the same rates as downwards to Prescott, on their upward trip from Prescott.

I have the pleasure of informing the Commissioners through you, that William Ford, Esq., has consented to become a partner in the Tug-line, the business will hereafter be carried on by us jointly, under the name of Thomas Maxwell & Co.

I am, Sir,

Your obedient Servant,

(Signed,) THOMAS MAXWELL & Co.

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

P.S.—I made J. F. McCuaig, Esq., an offer of a reduction of ten per cent on the upward trip, which he refused; he wanted 18 per cent. to Prescott, and then charge him same to Kingston as downward, which I refused.

(Signed,) T. M. & Co.

(Copy.)

PUBLIC WORKS,

Quebec, 30th April, 1853.

Sir,—With reference to your telegraph of the 28th instant, I am directed to state, that the Commissioners do not think it at all necessary for them to advertise the rates for towing. You will, of course, in accordance with your Contract, cause a Schedule of the rates to be printed and posted up in each Vessel; and, if you think it necessary, you can advertise the same in your own name. I have also to remark that, although you are bound by your Contract not to charge more than the rates of the Schedule, there is nothing to prevent you from charging less, should you wish to do so.

I am, Sir,

Your obedient Servant,

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

CAPTAIN MAXWELL,
Kingston.

No. 12.

(Copy.)

KINGSTON, May 7th, 1853.

Sir,—Your note of the 4th instant is before me.

In reply I beg to say, that I have advised Mr. Francis to get Mr. Daniel McDonald, a person well acquainted with the River between Kingston and Lachine, he sailed with me for several years; if Mr. F. succeeds in securing him, he will have one of the best men I know of in this part, he is acquainted with all the channels, both North, Middle, and American.

With regard to the lights mentioned in your note, I beg to say, that I would not place the light on the entrance point of Sheriff's Point, there is a dwelling house occupied by a family of the name of Lindsay, that would answer much better. Some eight or ten years ago I supplied them with candles for keeping a light to enable me to run with the Brockville in the fall of the year.

The other light on the shoal opposite Hare Island, is not in my opinion required. A few buoys will answer every purpose; there is a channel south-side of Burnt Island at this place, where all heavily laden steamers pass on their trip either way, the water is good round this Island, and thus makes it a safe passage. There is a shoal about three quarters of a mile below the foot of Hare's Island that would be improved by a pier and basket, here the steamers pass on either side, but I am of opinion that the water is deeper on the south side; the channel on either side is good but narrow.

I would certainly recommend your blasting these rocks out of the Gananoque narrows; between these narrows and the basket, and pier put up by Mr. Dersett, there are a chain of shoals, on the larboard hand going down, which does require a buoy; just opposite this pier there is a rock, and between them, inclining a little westerly, there is a shoal, called the Middle Shoal, which had a buoy put

on by Mr McIntyre, in his life-time, and I think it would be well to put another on it.

I am, Sir,

Your most obedient Servant,

(Signed,) THOMAS MAXWELL.

To the Hon. H. H. KILLALY,
Assistant Commissioner Public Works,
Quebec.

No. 13.

(Copy.)

KINGSTON, May 16th, 1853.

Sir,—Your favor, of date 10th instant, is before me, enclosing a letter from J. F. McCuaig, Esquire, on the subject of towing according to draught of water.

In reply, I beg to say that I have given this matter some consideration; previous to receipt of your letter I had given instructions to our agents in Montreal to charge vessels by the following scale: for example, a vessel drawing five feet three inches, is to be charged for five feet draught; between five feet three, and five feet nine, to be charged for five feet six draught, and so on: with regard to vessels drawing more at one end than the other, I have directed them to make a fair average of draught.

I am disposed to meet the trade liberally, but from what I see, I am very much afraid it will be hard to meet the views of all concerned. Permit me to say that I made Mr. James F. McCuaig an offer of a reduction of Ten per cent. discount, which he refused, he seems to think that I should do his towing as cheap as Calvin and Cook done it, but I told him that I was not in a position to charge at that low figure, in his reply to me he threatened to bring the Schedule before the Board of Trade, and also before Parliament.

Messrs. H. and J. Jones have given me their towing, and the house of Gilmour and Co. have also given theirs, both houses wish their towing done at fair rates. I have promised after every thing is in operation, to see what reduction I can make, and if I find that I can safely make a further one, I will do so.

I presume you will have heard that one of my boats was aground on Lake St. Francis, she was on for three days, I went down with the Gildersleeve and took her off.

I regret very much that Captain Gaskin had the misfortune to get struck in the Cornwall Canal, previous the "Cherokee" leaving Kingston. I stated to the Captain that he had better run down with eight feet nine draught, had he done that he would have arrived in Montreal at contract time. I may just mention that the Schooner "Maid of the West" left Kingston in company with the "Cherokee" on Tuesday afternoon, at half-past Three, p.m., and arrived in the upper basin in Montreal at half-past six o'clock p.m. on Friday, thus performing the trip down in three days, from Kingston to Lachine. No person could have taken a greater interest in Captain Gaskin's getting through in good time, but circumstances over which I had no control at the time prevented his getting down.

With regard to Sabbath running, I have to state that it is not my intention to run a boat out of Kingston on the Sabbath; there will of course be a boat arri-

ving, the boat on Lake St. Lewis will have to perform one trip at least to and from.

I am, Sir,

Your obedient Servant,

(Signed,) THOS. MAXWELL & Co.

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

No. 14.

(Copy.)

KINGSTON, August 1st, 1853.

Sir,—As the time is now at hand when the proposed new Tug Steamers for the line between Kingston and Lachine should be put under Contract, the undersigned would beg leave to bring the matter under your consideration, and have to say that we are willing to enter into an arrangement with the Government to build one or more Steam-Tugs for the service, provided they will furnish the funds necessary for such an undertaking, we will in case they decide upon making the advance be prepared to give such security as they may require, on our being notified to that effect, we will pay six per cent. interest on the Loan, and such other payment on the principal as may be agreed upon hereafter.

We are satisfied that a large amount of business will be induced down the St. Lawrence, if an efficient class of Steamers are kept on the line, and we are of opinion, that unless there are one or more Steam-Tugs put under Contract this present season, we will have some trouble in giving the merchant and ship-owner satisfactory evidence that the line will be kept up the coming season; but on the other hand let the public know that the proprietors of the Tug Line have concluded a Contract for building, and then there will not be any difficulty in giving such confidence to the line as the trade demands, awaiting your reply.

We are, Sir,

Your most obedient Servant,

(Signed,) THOS. MAXWELL & Co.

The Honorable JEAN CHABOT,
Chief Commissioner Public Works,
Quebec.

No. 15.

(Copy.)

QUEBEC, October 10th, 1853.

Sir,—I beg to inform you that all our payments on account of the Tug Line, are now coming due, and any delay on the part of the Commissioners will prove ruinous to us, I hope you will consider the exigency of this matter and close with me to day for the payment now due.

With reference to the books there is a great difficulty in having your instructions carried out, and was in hopes that these statements which I furnished would answer, I would just say, that when the August payment came due the Honorable Mr. Chabot ordered me to be paid at once. Awaiting your reply.

I am, Sir,
Your obedient Servant,

(Signed,) THOS. MAXWELL.

The Honorable H. H. KILLALY,
Assistant Commissioner Public Works,
Quebec.

No. 16.

(Copy,)

QUEBEC, October 11th, 1853.

Sir,—I beg to say that I was not aware that those Returns had to be furnished by me at the time of payment, else I would have given instructions to have those Vouchers returned to our Office at Kingston, and then forwarded by me to your Office here. I will now pledge myself to attend to this matter faithfully for the future.

I am, Sir,
Your obedient Servant,

(Signed,) THOS. MAXWELL.

Honorable JEAN CHABOT, M.P.P.,
Chief Commissioner Public Works,
Quebec.

P.S.—I have done all towing according to Contract, except McCuaig, whose barges were detained during the Equinoxial Gale in September.

T. M.

No. 17.

(Copy.)

STEAMBOAT ST. LAWRENCE,
October 15th, 1853.

Sir,—As there are some houses in Montreal who have got Craft to carry Railroad iron upward, with a beam of thirty feet, and a draught of about four feet, with three hundred tons of Iron on board, and another house who has purchased the Hull of the Old Highlander to be employed in the same trade, now this boat is about one hundred and eighty-three feet long, and about twenty-three or four feet beam, and will carry about four hundred tons of Iron, the towage of either, if charged according to tariff rate, would not amount to much, unless an additional charge would be made to meet such cases. You will please inform me how I am to act in such cases, and whether the Commissioners will allow me to charge an additional per centage on such Craft; the former and latter I think

were never anticipated by them. I have instructed my Montreal agent not to tow the "Highlander" unless the owner Mr. James McCuaig, will sign a document to clear us in case of accident.

I am, Sir,
Your obedient Servant,

(Signed,) THOS. MAXWELL.

T. A. BEGLY, Esquire.
Secretary.

No. 18.

(Copy.)

KINGSTON, November 8th, 1853.

Sir,—Your favor of 27th ultimo has been duly received, and note contents.

In reply I beg to say, that I am very much surprised to learn that Messrs. Hooker & Holton, have preferred a charge against the Tug Line Company, for detention to their barge "Foam," they certainly have showed very little consideration in preferring this charge, for had they been the proprietors of the line instead of myself, they could not have done more to facilitate despatch than I have.

I am ready to admit that both Barges and Schooners have been delayed beyond the Contract time, owing to unfavorable weather, but from no other cause; the Tugs have all been kept steady on their stations, and have performed their trips regularly except when prevented by strong wind.

In order to shew you how very desirous I have been to prevent detention, I have chartered an extra boat, to assist the boats now employed on Lake St. Francis and St. Lewis, and I am satisfied that the trade has no just cause for complaint.

With reference to their charge for our giving Schooners the preference, I would just say, that all our Captains and Agents have been instructed, to tow according to the number of the pass, and that they must not on any pretence tow Schooners in preference to Barges.

I would just say in conclusion, that if the business increases as it has done this fall, two boats will be required on the Station between Cornwall and the head of Beauharnois Canal.

I am, Sir,
Your obedient Servant,

(Signed,) THOS. MAXWELL.

T. A. BEGLY, Esquire,
Secretary, Quebec.

(Copy.)

PUBLIC WORKS, Quebec, 29th October, 1853.

Sir,—I am directed to transmit to you a communication, No. 20,992, from Messrs. Hooker & Holton, complaining of the manner in which the Tug Service is being performed, and to call upon you for an explanation of the circumstances.

At the same time I have to inform you, that if the enclosed statement is correct the Commissioners do not think you have acted according to your Contract,—and you are of course liable accordingly,

I am, Sir,
Your obedient Servant,

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

Captain MAXWELL,
Kingston.

No. 19.

(Copy.)

KINGSTON, November, 30th, 1853.

Sir,—As the season of navigation is now closed, and the third payment of this year's bonus is now due, and as the Hon. Mr. Killaly informed Mr. Ford when he was in Kingston, that the payments would in future be made payable here, by my advising the Commissioners on the subject, you will please inform me on receipt, whether this case be carried out. I regret very much that I have not been able to forward you the tenders for building the new steamers, but as soon as I get them all in, I will forward them to your office. I beg to hand you two specifications, the one for the engine, and the other for the hull, which I hope you will approve of. You will observe in these specifications, that both strength and durability have been closely observed.

I am, Sir,
Your obedient Servant,

(Signed,) THOMAS MAXWELL.

THOS. A. BEGLY, Esquire,
Secretary Public works,
Quebec.

(Copy.)

KINGSTON, November 10th, 1853.

Sir,—You are requested to transmit to this office, by the twenty-fifth day of this present month, a tender for building one or two low pressure beam engines, with tubular boilers, sufficient to propel a hull of the largest size that can pass through the St Lawrence Canals. You are to note the earliest date that you can guarantee to have steam up on board of each vessel.

The engines are to be of the following dimensions, viz. :—

Beam Engines.
36 inch Cylinder,
10 feet stroke,
26 feet diameter Wheel,
7 feet breadth of Wheel.

The boilers are to carry 36 inches of steam, cutting off at half stroke. The engines to be made of the best material, with plain finish, each beam to be strapped with wrought iron rods, and all parts to be made strong in proportion to power, with wrought iron shafts and cranks. You are to state your terms of payment. We would just say that we will pay promptly. You may send us a tender either for one or two engines.

We are, Sir,

Your obedient Servants,

(Signed,) THOMAS MAXWELL, & Co.

G. BRUSK, Esquire, Montreal.

JAS. IRWIN, Esquire, do.

G. GILBERT, do.

MILNE & WILSON, do.

J. BRUCE, Kingston.

DUNCAN & FULLER, do.

SAM. RIELEY, Niagara.

(Copy.)

SPECIFICATION of a STEAM BOAT HULL of the following Dimensions, to be received the first day of December.

Length.—(176) One hundred and seventy-six feet over all.

Breadth of Beam.—(26) Twenty-six feet, outside the plank, with guard projecting all round as far as necessary.

Depth of Hold.—(10) Ten feet from top of timber, to top of deck plank.

Keel.—Oak or elm, (8) Eight inches; moulded, (12) twelve inches.

Frame.—Spaces to be (24) Twenty-four inches; sided, (6 to 8) six to eight inches; moulded on keel (13) thirteen inches, of oak and elm, to diminish to (5) five inches at gunwale, timbers not less than (7 to 8) seven to eight inches under the engine, futtocks to be all oak, top timbers to be oak and tamarack, to be filled between the timbers with pine, and caulked.

Kelsons.—Counter kelson, oak, (14 × 15) fourteen by fifteen inches, fastenings to suit engineer.

Engine.—Kelson, size and fastening to suit the engineer's orders.

Beams.—Pine about (6 to 7) six to seven inches, (30) thirty inches center, water-wheel beams to suit engineer; all to be properly shored up from below.

Beam Knees.—One to each end of every second beam outside, and to every second one inside, as may be most suitable. The inside beam-knees to be diagonal; double knees in wake of wheel house, four to every beam; the water-wheel beam to have six knees, four inside and two outside; those beams between the water-wheel beams, are to be put according to the engineer's directions.

Breast Hooks.—Three at each end under the deck.

Plank and Fastenings.—Inside six streaks of (4) four inch oak; bilge plank, from seven to eight inches, bolted with (2) three-quarter inch clinch bolts, two bolts through every streak in each frame, two streaks of clamps (6 × 14) six inches by fourteen, bolted together edgeways, one bolt to every four feet, two

screw bolts through every frame in each streak; three-quarter iron screw bolts to be ceiled from bilge to clamps with (3) three inch pine; an arch of three streak of three inch pine by twelve inches, to be bolted with ($\frac{7}{8}$) seven-eighths inch screw bolts.

Knees.—Each to be bolted with three-quarter inch iron screw bolts, each knee to have at least five bolts; the wheel-beam knees are to be bolted with inch iron.

Plank outside.—Elm or oak, four inches thick to turn the bilge. No elm to be above water. Plank above bilge three inches; each plank to have four fastenings wherever it is over seven inches, spike or bolt. All butts to be bolted with three-quarter inch clinch bolts.

Covering Board.—Guard facing to be (3 x 10) three inches by ten inches; covering board to be (3 x 12) three by twelve inches. All oak guarding to be ($2\frac{1}{2}$ x 10) two and a half inches by ten; a screw bolt to go through the end of every second beam, of three quarter inch iron.

Fenders, fore and aft.—Oak or elm, (4 x 8) four by eight inches. The necessary stauncheons, rail, chocks, timber-heads, cleets, ring-bolts, eye-bolts and hawse-pipes.

Bridge Knees.—To be built sufficiently high to answer the Engineer, with intermediate support for the shaft, if needed on the gunwale.

Engineer's Work.—The necessary timber to be cut or sawed as near the size as convenient, to be furnished Engineer for the support of engine and machinery, to be finished and put by Engineer.

Joiner Work.—An upper deck from aft of paddle box to forward gangway, about seventy feet long, and the whole breadth of the boat.

The following rooms on each side, forward of wheel, for use of crew:—

Cook House.
Mess Room.
Engineer's Room.
Office Room.
Water Closet.
Lamp Room.
Captain's Room.
Store Room.

A forecabin for hands of boat, with twelve berths, plain finished. In after-hold a small cabin for officers of boat, with ten berths, all doors on main deck to be pannelled; the entrance to main cabin and forward as suitable companion.

Steerage House.—On promenade deck, six square, about ten feet diameter. The wheel house to be planked or boarded up in a proper manner, bulwarks and upper deck as in other boats of a similar kind, suitable stairs or ladder to reach promenade deck. The deck to be planked with two and half inch pine plank, and plugged over the spike.

Painting.—One coat of priming on all work which is usually painted, including the hull.

The boats to be properly built and fastened, and to be of good serviceable material, and safely launched into the water on or before the first day of August, one thousand eight hundred and fifty-four, and finished and delivered on or before the fifteenth day of September, one thousand eight hundred and fifty-four.

Proper allowance being made for detention which may be caused by the Engineer.

N.B.—Copies of this have been mailed to the following establishments:—

George Brush, Esquire	Montreal.
A. Cartier, Esquire	do.
Tait Brothers	do.
Dinning & Baldwin	Quebec.
John Munn, Esquire	do.
John Counter	Kingston.
D. D. Calvin	do.
M. Sheekeluna	St. Catharines.

P.S.—We have stated that tenders would be received till 1st December.

(Signed,) THOMAS MAXWELL.

No. 20.

(Copy.)

KINGSTON, December 1st, 1853.

Sir,—Enclosed, I beg to hand you a Complimentary Card from several Masters of Schooners, respecting the manner in which the Tug Line has been conducted. I hope I shall always at close of each Navigation during the term of my Contract, be able to close as satisfactory.

I am, Sir,
Your obedient Servant,

THOS. MAXWELL & Co.

The Honorable FRANCIS HINCKS, M.P.P.,
Inspector General, &c., &c.,
Quebec.

(Copy.)

MONTREAL, November 19th, 1853.

To THOS. MAXWELL & Co.
Proprietors of the Provincial Tug Line.

Gentlemen,—We, the undersigned, beg to address you respecting the satisfactory manner in which your Line is conducted, having just arrived here from the Upper Lakes, we consider it due to say that the Boats belonging to the Line have given us the greatest satisfaction, and we consider them quite efficient for the purpose of Tugging, and we would further desire to express our opinion respecting the management of each vessel, both Masters and Pilots have showed themselves to be men of great experience, and we strongly recommend the Line under its present efficiency to the Trade.

We are, Gentlemen,
Your obedient Servants,

(Signed,)	B. KING, Master,	Schooner	Globe.
"	WM. CANADICE, Master,	Barque	Malta.
"	JAS. LIVINGSTON, do,	Schooner	Welland.
"	PETER LYON, do,	do	Flying Cloud.
"	WM. BATE, do,	Brig	Halifax.
"	ALFRED TALBOT, do,	do	Christina.
"	JNO. GUGGS, do,	do	Northumberland.
"	DONALD MANSON, do,	Schooner	Caroline Marsh.
"	W. H. FELLOWES, do,	do	Hebe.
"	DAVID MUIR, do,	do	Lafayette Leck.
"	W. H. CLENDENING do,	do	Ocean.
"	JNO. GRAHAM, do,	do	J. S. Rennie.
"	JNO. GRAHAM, do,	Barque	Briton.

(True Copy.)

(Signed,) WILLIAM Y. BARRY.

No. 21.

(Copy.)

KINGSTON, December 19th, 1853.

Sir,—Enclosed beg to hand you duplicate receipts signed by myself, and witnessed by James Hopkirk, Esquire, being my receipt for having received the sum of one thousand pounds on account of bonus due me on the first instant, by the Commissioners of Public Works.

With reference to those complaints which have been made against my manner of conducting the towage service, I trust that the Commissioners will put me in possession of Copies of such documents, so that I may have an opportunity of clearing myself of those charges, or if they would prefer, I would wait upon them personally at their Office, on any day that they may appoint, in order to have those charges fully investigated.

I regret very much that I have not been able to carry out the Commissioners' instructions with respect to keeping proper records of towage, of Vessels either upwards or downwards, when the writer was in Quebec in August, he brought those books down with a view of having you explain to him the way in which they are to be kept, but your absence from the Office prevented his getting the desired information, and from that time till October nothing was done; since the latter part of that month passes have been issued from our Office at Montreal and Kingston, and each Vessel or barge was furnished with a time-pass on receiving their ticket, and were filled up as they proceeded either way. The books were given to each Captain, but I am sorry to say, that they have kept no record of their towage, giving me as a reason for their not doing so, that they consider the passes quite sufficient.

I trust that on opening of the ensuing Spring, I will be in position to have their instructions more faithfully carried out; to perform the duty satisfactory I will require the co-operation of the Commissioners to enable me to collect those passes.

During this season, I have done according to my ability, the best I could to give the trade satisfaction. I have applied myself in the discharge of this duty faithfully, and if I have fell short of the confidence which the Government placed in me when they gave me the Contract, I trust I shall yet be able to come up fully to their views and expectations; my desire is to give both the Commissioners and the trade entire satisfaction.

With regard to those complaints which have been made against the Tug Company, I would just say, that if they are for detention, I hope that the Commissioners will take into consideration the very stormy fall which we have to contend with, together with the frequent breakage of the Canals, has had the tendency of congregating large numbers of Vessels together, and thus prevent our being able to get them through in Contract time. I would also beg to call their attention to the numerous accidents which have occurred on our inland waters this fall, both Sailing and Steam Vessels have met with very serious ones. Yet I am pleased to say, that none has occurred to any of our Steamers or the Vessels or barges towed by them, thus shewing that all our Captains and Pilots are men of experience, while Lock-gates have been carried away by other Steamers. I am happy to be able to say, that none of our Steamers or any of their tow, have damaged a single gate, or in any ways injured the locks.

I have now the pleasure of informing the Commissioners, that the work done at Farren's Point has enabled us to bring Vessels of all sizes into that Canal; during the latter part of November, the writer went down and fully satisfied himself of it being practicable, and therefore directed the Steamer Gildersleeve to go through, and from that date continued to do so; the adoption of this Canal will be a great saving of time; the Suy, that dread to all Shipowners and Captains will in future be avoided, and will in my opinion induce Vessels down, when it is made generally known that they will not be turned round the Suy.

You will please lay this before the Commissioners for their consideration.

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

(Signed,) THOS. MAXWELL.

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

No. 22.

(Copy.)

KINGSTON, December 1st, 1853.

Sir,—With reference to your telegraph communication of the 30th ultimo, I beg to say that I have fully complied with all the requirements of my Contract with the Commissioner of Public Works, except furnishing the department time-passes, which I regret to say is quite impossible for me to do; I have endeavoured to carry out their instructions, but owing to the manner in which they have been made out, all my efforts have nearly proved unsuccessful. Permit me to say, that I am of opinion that unless the Commissioners give directions to have those passes collected in the following order, the downward pass to be collected by Lock Master at Lachine, and then upwards at the Guard Lock on the Edwardsburgh Canal; this being done there will be a certainty of having their orders carried out satisfactory.

When the Honorable H. H. Killaly was in Kingston, he admitted to Mr. Ford that there was an error committed in getting these books up, and that he would have it corrected. For instance, when a person makes application for a towage ticket at any of the tug-line offices he is handed a pass, this pass he carries along, and he passes from one station to another, is called upon by the different Masters of Steamers for it, and is filled by them previous to their being taken in tow, and then handed back; after they have completed their section the hour of arrival is entered on the pass, this latter part applies only to that section between Cornwall and Beauharnois Canal, where we have had no difficulty in getting these passes attended to, the great difficulty lies on the arrival at Kingston and Lachine, on the downward trip, a pass not been able to have any collected, as the respective masters of vessels would not give them up, giving as a reason that they had a right to bring them home, and shew them to their employers. I now send you, by mail, all I have been able to collect, you will observe by these that the time is longer than stated in contract, but when you consider the very position and fall we have had, and that all those vessels which have passed upward or downward, have been well satisfied, knowing that I had done all that could be done to get them through, and would have done so, according to contract, if the weather had been favorable. Enclosed I beg to hand you a copy of a card presented by different Schooner Masters and Proprietors respecting the measurement and efficiency of the line, which I hope will be satisfactory to the Commissioners.

I trust that on receipt of this you will remit me the amount due on Contract, which will confer a favor on, Sir,

Your obedient Servant,

(Signed,) THOS. MAXWELL.

P.S.—Parties get passes frequently two days previous, before leaving Montreal, in order to be towed first, and this will explain why passes are dated from one to two days before departure from Lachine.

T. M.

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

(Copy.)

MONTREAL, November 19th, 1854.

To THOS. MAXWELL & Co.,
Proprietors of the Provincial Tug Line.

Gentlemen,—We the undersigned beg to address you respecting the satisfactory manner in which your line is conducted, having just arrived here from the Upper Lakes, we consider it due to say, that the Boats belonging to the line have given us the greatest satisfaction, and we consider them quite efficient for the purpose of tugging, and we would further desire to express our opinion respecting the management of each vessel, both Masters and Pilots have shewed themselves to be men of great experience, and we strongly recommend the line, under its present efficiency, to the Trade.

We are, Gentlemen,

Your obedient Servants,

(Signed,)	B. KING,	Master, Schooner	Globe.
"	WM. CANADICE,	" Barque	Malta.
"	T. S. LIVINGSTON,	" Schooner	Welland.
"	PETER LYON,	" "	Flying Cloud.
"	WM. BATE.	" Brig	Halifax.
"	ALFRED TALBOT,	" "	Christina.
"	JOHN GUGGS,	" "	Northumberland.
"	DONALD MANSON,	" Schooner	Caroline Marsh.
"	W. H. FELLOWS,	" "	Hebe.
"	DAVID MUIR,	" "	Ocean.
"	JOHN GRAHAM,	" "	J. L. Rainey.
"	JNO. GRAHAM,	" Barque	Briton.

The above is a True Copy,

(Signed,) WM. BERRY.

No. 23.

(Copy.)

KINGSTON, January 30th, 1854.

Sir,—Enclosed we beg to hand you a copy of an advertizement which we have put in some of the western papers, the object of our publishing two, was to show to the Commissioners our intention of carrying out our Contract according to agreement.

Yours Respectfully

(Signed,) THOS. MAXWELL & CO.

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

TUG LINE NOTICE.—1854.

The Public are respectfully informed, that the undersigned, proprietors of the Provincial Tug Line, will be prepared, upon opening of the St. Lawrence Canal, to place the following steamers on the Line between Kingston and Montreal, viz:—

Steamer	Traveller	94 Horse Power.
do	Canada,	66 do.
do	America,	66 do.
do	Gildersleeve	66 do.
do	Charlevoix,	66 do.
do	Canada, No. 2,	45 do.

The proprietors have the pleasure of announcing to owners and masters of Schooners, that the improvements made by the Commissioners of Public Works,

at Farran's Point Canal will enable them to tow all vessels upward, through it instead of going round the Suy as heretofore, the Suy has been attended with great risk, and our being able to avoid it will be a benefit to the trade.

KINGSTON, January, 1854.

(Signed,) THOS. MAXWELL & Co,

No. 24.

(Copy.)

QUEBEC, February 22nd, 1854.

Sir,—Enclosed, I beg to hand you two forms of time-passes suitable for sectional towage, which I think would enable us to carry out your instructions.

I would suggest that passes be collected in the following order, viz:—Upward. Those issued at Lachine to be collected by the Captain or person in charge of Tug Steamer upper entrance Beauharnois Canal, and who would issue another pass which would be collected by Captain of Tug at next station, who would issue another pass to be collected at Prescott, the fourth and last would be issued at the latter Tug Station and be collected by us on arrival at Kingston,—the down pass should be issued and collected in the same manner; you will observe that by adopting this course, the Captain of either Schooner or Barge would only have one pass in their hands at a time.

In order that we will carry out your instructions in a satisfactory manner, it is desirable that we should receive your co-operation, in manner as follows:—Each Superintendent to be authorized to instruct the Lock masters on their respective Canals, to examine the pass, as the vessel proceed upward or downward, except those Canals which are situated between head of Cornwall Canal and Prescott, as the Tugs does not pass through any of those on the downward trip, but will pass through all on their upward, including Farren Point Canal, which has been so improved as to enable us to tow vessels upward through it instead of going round the Suy.

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

(Signed,) THOS. MAXWELL.

P.S.—The writer will call at one o'clock, P.M.

(Copy.)

1854.

TUG-BOAT TIME WAY-BILL, UPWARDS FROM LACHINE TO BEAUHARNOIS CANAL.

TRIP of the	of	Master,
Breadth of Beam	inch, draught of water	feet
feet		
inch. Cargo principally		
Amount of Towage per Voucher £		

STATION.	DATE.	Hour of arrival and departure.	Signature of Officer.	REMARKS.
Arrived at.....				
Tug Station				
Lock No. 5.....				
Taken in tow.....				
By Tug.....				
Arrived at.....				
Lock No. 6.....				
Beauharnois Canal				

(Copy.)

1854.

TUG-BOAT TIME WAY-BILL, DOWNWARDS FROM BEAUHARNOIS CANAL TO LACHINE.

TRIP of the _____ of _____ Master, _____
 Breadth of Beam _____ feet _____ inches, draught of water _____ feet
 _____ inch. Cargo principally _____
 Amount of Towage per Voucher £ _____

STATION.	DATE.	Hour of arrival and departure.	Signature of Officer.	REMARKS.
Arrived at.....				
Tug Station				
Lock No. 6.				
Taken in tow.....				
By Tug				
Arrived at.....				
Lock No. 5.....				
Lachine Canal				

No. 25.

(Copy.)

KINGSTON, May 27th, 1854.

Sir,—I beg leave to inform you, that it is desirable for the safety of Vessels navigating the River between here and Lachine, that the following buoys should be moored:—

Reel Buoy cross over Island Shoal.
 Black do above Chiming Island.
 Red do do do.

These are required, as those which were placed have been carried away by the ice.

Buoys on Lake St. Francis are almost useless; new ones are required.

One Red Buoy, Lake St. Louis, off Mill Point, Isle Perreault.

If a small floating light would be moored instead of the black buoy just above Chimney Island, our Vessels would be able to tow up in the night from the Gallop Canal, and would save a great deal of time.

The entrance to the Lachine Canal is in a very dangerous state, the Shoal known as Laflamms ought to be removed; this would save the expense of lengthening the outside pier.

Additional piers are required to accommodate Vessels entering the Beauharnois Canal, and also at Cornwall.

The entrance to Farran's Point Canal is quite safe, but the inner pier ought to have a projection inward, to prevent accidents when entering; the extreme point of the pier requires to be raised so as to protect our Vessels carrying away their paddle wheels.

The writer has been frequently asked to address you respecting a light at Snake Island, this I am of opinion is much needed; in the absence of a light I would suggest in its place a beacon.

The entrance to the Bay of the Upper Gap would be rendered quite safe by having a pier and light on Indian point, there are a great many Vessels trading between the Bay and Oswego, and on entering the Gap of a dark stormy night, is difficult and dangerous; this light would give confidence to Masters of Vessels and enable them to enter; when without it, they are obliged to stand out and face the storm all night.

I hope that the light spoken of last season at Coleman's white house, just below cross over light, will be erected this season.

If the Commissioners would furnish some buoys for the Shoal below Cross Over Island, with a Scow to moor them the writer would have the Scow towed, and superintend their being properly reckoned.

Yours, respectfully,

(Signed,) THOS. MAXWELL.

T. A. BEGLY, Esquire,
 Secretary.

No. 26.

(Copy.)

MONTREAL, June 23rd, 1854.

Sir,—With reference to your communication of 4th November last, respecting building two powerful Steamers for Tugging on the Upper St. Lawrence, I beg leave to say that I got up two specifications, one for the Hull and one for the Engine, but owing to an immense pressure of business, did not receive one Tender, and as nothing has been done, would respectfully suggest to the Commissioners the propriety of allowing me the power of putting two Engines into each vessel instead of one, which will in my opinion, answer much better the section for which they are intended.

The writer would also beg to say that in case the Honorable Commissioners grant the loan which has been applied for, that it would be in my opinion, desirable to grant the whole required at once.

The cost of building two such Steamers as required, will cost at least from Fifteen to Seventeen thousand pounds, and the loan required would therefore be about Twenty thousand pounds. Trusting that an early answer will be received,

I remain, Sir,

Your obedient Servant,

(Signed,) THOS. MAXWELL,

THOS. A. BEGLY,
Secretary, Public Works.

P.S.—In case the Honorable Commissioners have decided upon granting the loan which has been applied for, the required security will be given.

T. M.

(Copy.)

November 4th, 1853.

Sir,—I am directed to state that this Department has received authority to arrange with you for the building of two Tug Steamers, upon the following conditions:—

First, That the Boats and Engines shall be constructed in the very best manner, the specifications and agreements for them to be submitted to this Department before being finally adopted.

Secondly, That ample security be given for the semi-annual payment of interest at the rate of six per cent. per annum, on the moneys advanced to you, and for the annual payment of instalments of such an amount, as would, in five years, liquidate the loan and the interest thereon.

Thirdly, That the vessels shall be of the largest size, capable of passing through the Locks on the St. Lawrence Canals.

Fourthly, Each Boat to have one Engine with

56 inch cylinder,

10 feet stroke,

26 feet diameter of Wheel,

7 feet breadth of do,

36 inches of Steam, cutting off at half-stroke.

The first step to be taken by you, therefore, will be to submit the matter to some respectable parties in the trade, from whom you will take proposals for the building of the Engines and of the Boats, the latter to be constructed exclusively for tugging, and not adapted for the carriage of freight or of passengers. Upon transmitting such tenders to this Department, you will name two or more unquestionably solvent securities, who will bind themselves for the fulfilment of all the conditions, and for the payment of instalments, interest, insurance, &c., &c. In addition to this, the Government will claim a lien on the Boats to the extent of the amounts which may be due, and for which sums it will be necessary that insurance be made with a Company, to be approved of by the Commissioners.

I am, Sir,

Your most obedient Servant,

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

Captain T. MAXWELL,
Kingston.

No. 27.

(Copy.)

KINGSTON, August 8th, 1854.

Sir,—Your favor of the 5th instant has been duly received, and note contents. In reply, I beg to state that I am quite surprised to learn that the Towing service has not been satisfactorily performed.

While I admit that the Steamers mentioned in the contract to be stationed on Lake St. Louis, and St. Francis, have not been, I am able at the same time to state that others, of greater power, have been placed on these Stations, and the service has been by them better performed.

With regard to the Upper Stations, I am able to say that at no time since the opening of the Canals has the service been performed under the power required by the Contract, but on the contrary much above, having up to this date no less than four steamers to perform the service, and frequently five or six. I would just say, that up to this date "Canada" number two has been employed towing on the Upper Stations, forming a fifth boat, and when required the powerful Steamer "John Counter" has assisted to carry out the contract. Although I am not obliged to put on more power than specified in the contract, yet in order to establish the line, and give general satisfaction, I have kept it up constantly with five Steamers on the Upper Stations, independently of the increased power below, and (except the letter just received from the Department) am enabled to say that until this date no claim for detention or damage has been made against me.

The Superintendent has served me with a few copies of protests, and one respecting Wood Barges, all of which I will be able to explain to the Commissioners when required by them so to do, in a satisfactory manner.

(Signed,) THOS. MAXWELL & Co.

T. A. BEGLY, Esquire,
Secretary Public Works.

No. 28.

(Copy.)

KINGSTON, September 1st, 1854.

Sir,—Your favor of the 29th ultimo has been duly received, and note contents. In reply we beg to state, that any change which we have made or any infraction of the Contract, has arisen from a desire on our part to give more general satisfaction to the trade; our taking the Steamer Gildersleeve off her Station and placing her on the line between Beauharnois Canal and Lachine, instead of the little "Canada," was done with the best intentions, knowing that the latter was not sufficient to perform the service which the increased demand of the trade required; and at the same time her place was supplied by the Steamer America, of equal power with the Gildersleeve.

The Station between head of Beauharnois Canal and Cornwall has been supplied with the powerful Steamer Sir Charles Napier, (late Rochester,) instead of the Mazeppa or the Chieftain, which latter Vessel performed the service last season.¹ The change on this Station has been made by us with the same views as stated in the preceding paragraph.

We have erred no doubt in not consulting the views of the Superintendent, but at the same time we beg leave to state, that our not doing so was from not giving the matter due consideration; had we at the time supposed that the change made by us would in any way have given offence to the Superintendent, we would have explained the matter to him. We now state, that in future we will consult him on all matters connected with the line.

With reference to the time statements which you have sent me, we beg to state that the great rush of Vessels both upward and downward, after the opening of the Lachine Canals, prevented our taking some of them through in Contract time, notwithstanding the increased power of the line. We are, however, able to state, that had we only the same amount of towing as last season, we could with our stock have performed it inside the Contract time, except when prevented by strong winds or fogs, which were very frequent during the fore-part of this present season.

We do hope that the Honorable Commissioners will not inflict a fine upon us, when we can assure them that we have done everything that could be done both to facilitate and give general satisfaction to all concerned; at same time we do admit, that our placing those Steamers on those Stations between Cornwall and Lachine, were at variance with the letter of the Contract, yet, we hope the change made will be considered by them beneficial to the trade.

We are able to state that the Superintendent has admitted to the writer, that those Steamers which have been placed on the Stations above mentioned, are much more powerful, and he has desired that those boats should be inserted in the Contract, instead of the little Canada and the Mazeppa, but as we did not consider it to our advantage to have those boats inserted, we have not done so yet, knowing that to keep those Stations clear, boats of the present power are required, and any change would be injurious to the line.

We beg respectfully through you, to remind the Honorable Mr. Killaly of a conversation which took place between him and one Mr. Ford last season, respecting the insufficiency of the power of Canada number two, which boat we were satisfied had not sufficient power to perform the service, and consequently we purchased the Steamer "America," so that we could be able to place the Steamer Gildersleeve on her route, on the opening of the navigation of this present year, and have the America take the Station of the latter between this place and Prescott, which has been accordingly done.

We beg to inform you, that we have purchased the following Steamers to perform the service of the Tug line, viz. :—

Steamer AMERICA,
Do TRAVELLER,
Do CANADA No. 1,
Do GILDERSLEEVE,
Do ROCHESTER,
Do CHARLEVOIX.

Thus you will observe we have purchased six Steamers for the Tug line service since we took the Contract, amounting to twenty thousand pounds, currency; this we consider will show the Commissioners that we have assumed a large debt, and one which will cause us to take an important interest in the management of the line.

Permit us to state in conclusion, that up till this date no person has claimed from us any sum or compensation, for detention on either the upward or downward trip, still at the same time we do admit, that they have not all been towed according to Contract time, still both masters and owners, we believe, were satisfied that we have done all that could be done to get them through; we therefore trust, that the Honorable Commissioners will over look the many faults which we have committed, and we will in future endeavour to please both them and the Superintendent in carrying out the Contract.

We hope that the application which we made in June, for a loan to enable us to meet the payments of the stock we have purchased, will be granted by them to us, and that the balance due us on the first of August will be shortly remitted us,

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

(Signed,) THOS. MAXWELL & Co.

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

No. 29.

(Copy.)

KINGSTON, September 28th, 1854.

Sir,—We beg to inform you, that in consequence of the work now in progress at the Junction Canal, a new channel has been buoyed out, but as it is not safe to take a tow out without having a large boulder blasted, so as to enable vessels to have a larger space to turn. We hope that you will take such steps in the matter as will enable us to continue towing out such vessels as may come up safely. The removal of this boulder is our only hope. The superintendent of the canal says that it can be easily removed, if they had the material to do it with. Our steamer Traveller passed through this new passage yesterday for the first time, and the vessel which she had in tow, struck very heavily on this rock.

We are of opinion, that if the Contractor of the Canal commences work upwards from the mouth of the Canal, it will entirely stop our towing out; the

current now is very strong, and if increased, all towage of heavy vessels will be suspended.

We are, Sir,
Respectfully yours,

(Signed,) THOMAS MAXWELL & Co.

To T. A. BEGLY, Esquire,
Secretary, Public Works,
Quebec.

No. 30.

(Copy.)

QUEBEC, October 3rd, 1854.

Sir,—I beg to inform you that I will accept the sum of One thousand pounds on account of bonus due, and will agree to an arbitration respecting the difficulties between Mr. Platt and ourselves at the close of the season of navigation.

The Honorable Mr. Killaly stated yesterday that he would direct the payment of the above sum to day.

I am, Sir,
Your obedient Servant,

(Signed,) THOS. MAXWELL.

THOS. A. BEGLY, Esquire,
Secretary Public Works.

No. 31.

(Copy.)

QUEBEC, October 3rd, 1854.

Sir,—With reference to the conversation which I had with you yesterday, respecting the difficulty which exists between the Superintendent of the Tug Line and ourselves, permit me to say that upon consideration, the ————— objections, in allowing or consenting to Mr. Platt appointing an arbitrator to arbitrate with us respecting the fine which he has inflicted, knowing that he is no party to the Contract. We would therefore propose that you retain the sum of Five hundred pounds in your hands, till the close of the season, then the Commissioners to appoint one and we another to arbitrate, and settle the whole matter in dispute between the Superintendent and us.

Should this proposition meet with your approval, we shall be willing to sign any document which you may consider necessary, to bind us in having the matter fully and fairly investigated after the season is closed. Awaiting your reply,

I have the honor to be,

Sir,
Your obedient Servant,

(Signed,) THOS. MAXWELL & Co.

The Honorable HAMILTON H. KILLALY,
Assistant Commissioner Public Works.

(Copy.)

PUBLIC WORKS,

Quebec, October 3rd, 1854.

Gentlemen,—In reference to your letter of this day, on the subject of determining the amount of fines, I am directed to state that the Commissioners will not alter the decision communicated to you yesterday, and that they look upon your proposition as one altogether not to be entertained.

You propose that the Commissioners shall retain £500 in hand, to cover fines already reported at more than double that amount, and with a large portion of the navigation season yet to run, during which, if the duty continues to be carried on as unsatisfactorily as hitherto, this amount of fines will be very seriously added to. As Mr. Platt is an officer of the Department, his nominating an arbitrator is the same as if the nomination was made directly by the Department; and, with respect to any remission of fines, the Commissioners cannot entertain any application therefor, until after the close of the season.

Your letter, to which this is in reply, should have been addressed to the Secretary of the Department, as you have been already more than once apprised.

I am, Sir,

Your most obedient Servant,

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

Messrs. T. MAXWELL & Co.

No. 32.

(Copy.)

MONTREAL, 8th May, 1854.

Dear Sir,—I saw Mr. Paige this morning, who will write to you his opinion in favour of having my office at Lachine:—I did not argue the point with him, as every man has a right to his own opinion, and argument is apt to confirm even a hasty or in part formed conclusion, he will give the reasons why it should be so. I will take the liberty of suggesting why it should not be so.

1st.—Maxwell found and finds it necessary, for a multitude of reasons too many to trouble you with, to have his Agents in Montreal.

2nd.—Canal offices are all in Montreal because it is head quarters for all their purposes, and if my office is in Lachine and I want any information from them, (which I shall) must be constantly coming in here for it, their special duties (like mine) require them here, there, and everywhere along their line.

3rd.—All Consignees, Shippers, and most Owners or their representatives are here, and must go or send out to Lachine to lodge complaints, or, I must on notification, be constantly coming in; making the matter to me as broad as it is long; but very injurious to the Trade.

4th.—Consignees, Shippers, and Owners and representatives would not consent or allow their boats downwards to be detained at Lachine to establish complaints which might be done during discharge of Cargo here, thereby defeating the intention to expedite their business, and the masters or commanders would object (and slight the interests of their principals) because they always must get to head

quarters with expedition to carry on their own affairs of various kinds, whether of duty, profit, or pleasure.

5th.—The upward boats are those only affected, and the lock-master at Lachine would, like the other lock-masters on the whole route, be subject to a similar superintendence from me to make time, &c., &c.

6th.—All Telegraph communications to and from me would be ruinously retarded, and likely to miscarry, and be always sent express to Montreal. No Telegraph Station at Lachine.

7th.—Communications by letter to and from you would be retarded a day, sometimes more.

8th.—Forwarders and others interested in the trade, have told me when this subject was named, and are still of opinion, that they could not, for many reasons, especially the time lost to them and Clerks, &c., in going to Lachine and back, benefit by it, if the Office was in Lachine.

9th.—Reports from all points might better come direct to Montreal, and would occupy less time, being head quarters for all departments; and reports, complaints, and time-bills from Kingston, the other end of the line, had better come to Montreal, for same and many other reasons.

10th.—In all cases where evidence and data would be needed from my Office, for parties to settle disputes or doubts, and for the purpose of proceeding with actions against Contractors, the difficulties of, and delays in obtaining such from me at Lachine, would be serious, and much retard or neutralize the usefulness of the towing system.

As there does not appear to be room in the building of the Public Works at the Canal, the cost of an Office on the other side of the Canal would be trifling compared with the advantage, and is less objectionable, because of not appearing as a charge in the Public Accounts. I argue for the benefit only of the system, and that the matter may be fully looked into before doing what may turn out a false step. Apologizing for the great length of this epistle, I subscribe myself, in great haste for to-day's mail,

Yours truly,

(Signed,) GEO. PLATT.

T. A. BEGLY, Esquire.

No. 33.

(Copy,)

MONTREAL, May 15th, 1854.

Dear Sir,—This morning I telegraphed you, as protesting and other necessary acts are not provided for in the Contract, as attached to my Office; and as my appointment does not give me special or general authority, would not a protest from me without authorization, leave a loop-hole for Maxwell to get out of? An authorization, in general terms, would provide against his successful opposition, I would therefore suggest something of this sort for your consideration—

The ——— (Commissioners,) &c., &c., hereby authorize their duly appointed Superintendent of Tug Boats, G. P., of and in Montreal, to take, have and exercise a general Superintendence thereof, between Kingston and Montreal aforesaid, and of all matters and things connected therewith, under and by virtue of their Contract made with Thomas Maxwell of Kingston, aforesaid, on the 4th April,

1853, with full power and authority hereby delegated by said Commissioners to him the said George Platt, in his said quality, to protest against the said Thomas Maxwell, and all others, for any contravention, dereliction, or non-fulfilment of said Contract by said Thomas Maxwell and all others, and otherwise so to act as he the said George Platt may find necessary to enforce fulfilment of said Contract.

I have at length succeeded in obtaining names of the principal persons in the United States Lake Ports to whom to send printed Contracts, &c. I should have sent them sooner, but the parties having most knowledge were out of town.

Ogdensburgh—STARK, MILL & Co. Forwarders.

Oswego—LATHAM & TOSER, do.

Buffalo—FITZHUE & Co., Millers and Owners.

do —JACOB TRAVERS, Shipper.

Erie—LAWRIE & SCOTT, do.

Cleveland—PATRICK ANDERSON, Shipper and Commission Merchant.

do —W. METTLEBUNGER & Co., do do.

do —JAS. CARLISLE & Co., do do.

do —HOWELL & DOAN, do do.

do —W. GATES, do do.

do —T. J. WEATHERLY, do do.

Detroit—SAMUEL WARD, do do.

Chicago—H. NORTON & Co., do do.

do —GEORGE STEELE, do do.

do —THOMAS DYAN, do do.

do —HUBBARD & Co., do do.

Racine—G. DURAND, Forwarder.

Mr. Killaly informed me that accounts were kept by your Board with certain Western Newspapers, be so good as to furnish me with their names, that I may put in advertizements for a short time, and make the fact known there, that parties aggrieved can easily obtain some redress.

I remain,

Your obedient Servant,

(Signed,) GEORGE PLATT,
Superintendent of Tug Boats.

No. 34.

(Copy.)

MONTREAL, 27th May 1854.

Sir,—Enclosed is a printed contract, which, together with one I use, are similarly marked and numbered in the margin, to save you trouble in referring, when I have occasion to write to you. Be so good as to inform me, whether or not, you have directed any of the printed contracts to parties in the United States Lake Ports? So that I may do so if necessary. I find that Mr. Maxwell is changing the stations of the tug steamers very frequently from one station to another, thus enabling him, in some measure, to avoid detection of contravention of

contract; it would also be more difficult to cause correct protests to be made and served. Has he a right to change the stations of the steamers, at his will, without notice or approval? The spirit and evident intention would reply in the negative. The eighth clause requires, that he "shall and will continue them on the routes to which they are respectively assigned," and "that shall not, nor will permit the said boats, or either of them, to be taken through the canals," &c. The seventh clause gives him a loop-hole, if he thinks any boats incapable, "he the said Thomas Maxwell, shall and will immediately replace such boats," &c. And the sixth clause actually names the boats and routes, and says, "that he shall and will, &c. &c., place and continue, &c." In case of making a protest, as (I did the other day, founded on the contravention of the eighth and ninth clauses,) shall I notify you by always sending copy? I shall not have it in my power to make any return of time-bills this month, because Mr. Maxwell has returns of the old time-bills made to him; and the agency office here will not, because not authorized to make returns to me, nor to change present time-bills. Mr. M. has been expected here for some days past, (otherwise I should have written to him.) When I see him I will require him to say what he will do in the matter of time-bills. My writing to him would not have availed, as he has not been in Kingston for some days. In your favor of the 15th instant, you inform me, that "the superintendent of canals have been notified to send in the time-bills weekly." I beg to direct attention to the fact, that in such case, we must supply another form of the time of departure from the last canal (upwards,) arrival and departure at and from Prescott, and arrival at Kingston, or the new time-bills must go up to Kingston, (beyond control of superintendent of canal,) and be returned from there. I trust I shall have time to see the Commissioners on their return. In the interim I await your remarks and instructions, and subscribe myself,

Your obedient servant,

GEORGE PLATT,

Superintendent of Tug Boats.

No. 35.

(Copy.)

MONTREAL, June 5th, 1854.

Sir,—Until it is proper that my Department should have printed forms, I will write them out as enclosed, which I trust will suffice. I have also sent copy of Protest to T. Maxwell. Your favor of 3rd June is received, with printed papers. Trusting that all will be found in order and correct,

I remain,

Your obedient Servant,

(Signed,) GEORGE PLATT,
Superintendent of Tug Line.

T. A. BEELY, Esquire.

No. 36.

(Copy.)

MONTREAL, 8th June, 1854.

Sir,—As directed verbally, by the Honorable the Commissioners of Public Works, when they were last in Montreal, I beg to make the following Report:—

On entering upon the duties of my newly created Office, I found that the want of the supervision of the Tug line was seriously felt. I could find no person sufficiently informed in the detail of its working, to give me the information I required, nor could I even trace the course of the "Time bills" for some time; I was therefore obliged to acquire the necessary knowledge by tedious enquiry.

I communicated with all classes of persons engaged in trade, for the purpose of making enquiry, hearing opinions, and of making known the advantages of having a Superintendence of the Tug line; amongst those directly engaged in navigating Vessels, I found that the appointment met with general approbation, and gave rise to a lively hope of a great diminution to the delays and vexatious losses of previous years; amongst those directly engaged or concerned in the purchase of produce and inland shipping trade, I found them satisfied that the difficulty hitherto existing of obtaining charters downwards, beyond Kingston, would now be obviated; and, of the rest, those who approve of the system of Governmental aid are much pleased, those who doubted the benefits of the system are satisfied, and those who entirely oppose the principle are convinced of the improvement, and hope for good things from it; at the same time, all admit their conviction to be, that the appointment is an earnest of the determination of the Honorable the Commissioners, to use their utmost efforts to benefit all concerned.

It is much to be regretted, from the difficulty in getting the first class of persons named into a new system, or to take up new ideas, that they would not furnish me with documentary instead of oral evidence, by which, to support their statements, threats of detention by interested parties and settlements, have operated, in causing parties to refuse written declarations. All this will be remedied when the appointment is better understood, and its good effects realized, and when the "Time bills" are perfected.

Frequent visits of inspection along the whole line are necessary, and will be duly made.

A general feeling and opinion prevails, that the Superintendent should have power, through some summary method of arbitration, to arrange finally all losses and damage arising from detention, in order to avoid the tedious, vexatious and expensive operation of the Courts of Law, and the great difficulty of securing the attendance of Masters and Crews as witnesses, in actions for damage and loss, or, at least, that evidence on oath, of the facts, should be taken before him, filed on record, and serve as evidence in actions, instead of waiting for men who, too often, never return. The more summary and inexpensive the method, the greater the certainty of making our river the highway to the ocean.

I beg, in conclusion, to state, that I see no obstacle to perfecting, in a short time, a system of operations that will remove all present, and meet all future difficulties, and therefore be certain to obtain the approbation of the Public.

I have the honor to subscribe myself,

Your obedient Servant,

(Signed,) GEO. PLATT.

Superintendent, Tug Line, Upper St. Lawrence.

T. A. BEGLY, Esquire,
Secretary, Public Works.

No. 37.

(Copy.)

MONTREAL, 24th June, 1854.

Sir,—In reference to your Telegraph of yesterday, I would in explanation, beg to state that having returned from Kingston on an inspection, I desired only to make a preliminary exposition, in detail as well as at length, of the working of the Tug Line, and thought that afterwards, I could have communicated officially on what I should have understood as the *modus operandi*.

I remain, respectfully,
Your obedient Servant,

(Signed,) GEORGE PLATT,
Superintendent Tug Line.

T. A. BEGLY, Esquire,
Secretary Public Works.

No. 38.

(Copy.)

MONTREAL, July 17th, 1854.

Sir,—I have just returned from dropping in upon the Tug Line, unawares, and found two of the Tugs off on an excursion, to tow Rafts. The Contractor admitted the facts, and I shall protest. Your last favor I will answer to-morrow, not being in time for to-day's mail, in consequence of making out the enclosed returns of time bills, and report.

I remain,
Your obedient Servant,

(Signed,) GEORGE PLATT,
Superintendent Tug Line.

T. A. BEGLY, Esquire,
Secretary.

(Copy.)

MONTREAL, July 17th, 1854.

Sir,—I had the honor last month, of transmitting a Report of the chief of such occurrences, and information connected with my Office, as had arisen up to that time. I have now the honor of stating what has occurred during the month of June last.

I found it necessary, from information received, to proceed suddenly, on the 14th June last, along the whole route from Lachine to Kingston, on the Tug Boats, and along the Canal routes, as best I could, and by such means as presented themselves, at the same time, taking with me "time bills," in order to examine into and test their working.

I found that the whole staff of people, whether of the Tug Line or of the Canals, were totally ignorant, not only of the importance and value of the system,

but of the details of its working. The masters of vessels had, generally, a vague idea of the importance of the matter to them, and were also very ignorant of its working. Credit, however, must be given to the Lockmasters of the Canals, for the readiness with which they received explanations, and the desire they manifested to carry out and enforce any instructions they may receive.

The masters and engineers of the Tug Boats are well selected for their respective duties, but have not received sufficient instructions as to their duties under the contract. From their thus working in the dark as to the contract, many difficulties and contraventions arise, which would otherwise be avoided, and the contractor should be held obliged by stringent measures, to instruct the masters and pursers of the Tug Boats, to carry out the details of the contract.

The Tug Boats are sufficient for present purposes only. The time is at hand, when a different class of Tugs, with additional power will be required, to meet the increased demand of the Inland Navigation Trade.

I have for present purposes, thrown together into practical form, a few rules and regulations intended to be printed on a new form of "time bill," which I purpose to test, and will then have the honor of submitting them to the Commissioners for their approval.

The negligence or ignorance of all parties in filling up the time bills, is manifested in the fact of their being now (after protracted search and enquiry to make up the deficiency,) only forty-one upward, and fifty-six downward time bills sufficiently complete to make returns; the remainder are so thoroughly incomplete, that I must await such opportunities as present themselves to supply deficiencies, and then make another return. I trust that when new time bills will be found to work well, I shall be enabled to make regular monthly returns. My trip on the tug boats had a most beneficial effect, and enabled me to arouse all parties to the necessity of action in the details of the time bills.

I beg to refer the Honorable the Commissioners to the copy of protest, dated the thirtieth day of June last past, served after my return from an inspection of the line; from all I saw, I propose (because very necessary) to drop in upon, and go along the line, at times and from points, when and where they least expect a visit.

I found that there is great necessity, and would respectfully suggest, that authority should be given under clause No. 10 of the contract, to place the tug-boats on the several routes for which they are respectively best adopted.

I would conclude, by respectfully expressing my regret, that it does not fall within the duties of my office (although closely connected with, and affecting the well-working of the tug-line, to remark upon the want of additional snubbing posts, extension of piers, additional wharves, &c., at which the tow of vessels and tug-steamers might the more readily haul too or cast off, on arrival and departure at the foot and head of canals. The matter will, no doubt, be brought before the Honorable the Commissioners by the proper persons in due time.

I have the honor to subscribe myself,
Your obedient Servant,

(Signed,) GEORGE PLATT,
Superintendent Tug-Line, Upper St. L.

T. A. BEGLY, Esquire,
Secretary Public Works.

FINES IMPOSED ON TUG LINE (UPWARDS), 1854.

VESSEL'S NAMES.	Left Lachine.		Reached Kingston.		Tonnage.	Whole Voyage, hours.	Time per Contract.	Delay Claimed, (admitted).	Contract time exceeded.	Fine per hour.		Sums, Total.	
	Date.	Hour.	Date.	Hour.						s.	d.	£	d.
Dauntless	May 2.	8.30. A.M.	May 7.	9.45. A.M.	250	121½	96		25½	11	3	14	1
Wm. Ford	do 2.	8.30. do	do 6.	4.00. P.M.	132	103½	do		7½	10	0	3	0
Mammoth	do 3.	1.00. P.M.	do 7.	9.45. A.M.	104	92½	do	in in time.		6	3	13	0
Minna	do 3.	1.00. do	do 9.	9.00. do	84	140	do		44	6	6	18	0
Caledonia	do 10.	9.00. A.M.	do 15.	12.30. P.M.	100	123½	do		27½	7	6	10	6
Concord	do 10.	6.15. P.M.	do 15.	12.00. M.	234	113½	do		17½	11	3	9	19
Liffey	do 12.	8.00. do	do 19.	9.00. A.M.	112	157	do	6	55	8	9	24	1
Hebe	do 13.	9.30. A.M.	do 19.	9.00. do	220	143½	do	21	26½	11	3	15	6
Globe	do 13.	9.40. do	do 19.	9.00. do	112	143½	do	21	26½	8	9	11	9
Bristol	do 15.	7.00. do	do 21.	3.00. P.M.	108	152	do		56	7	6	21	0
Canada	do 16.	2.30. P.M.	do 21.	3.00. do	96	120½	do		24½	7	6	9	3
Bruce	do 16.	2.30. do	do 21.	3.00. do	96	120½	do		24½	7	6	9	3
Twin Sister	do 19.	5.30. A.M.	do 25.	9.00. A.M.	276	147½	do		51½	11	3	29	2
S. Robinson	do 19.	4.00. P.M.	do 25.	9.00. do	312	149	do		53	11	3	29	16
Mammoth	do 19.	5.30. A.M.	do 26.	11.00. P.M.	104	185½	do		89½	7	6	33	11
Minna	do 19.	5.30. do	do 26.	11.00. do	84	185½	do		89½	6	3	27	19
Energy	do 22.	11.00. do	do 26.	11.00. do	250	108	do		12	11	3	6	15
Paragon	do 27.	9.45. do	do 31.	3.00. A.M.	178	89½	do	in in time.					
Merchant Millar	do 27.	3.30. do	do 31.	3.00. do	110	95½	do	do		8	9	27	11
Glasgow	do 31.	4.15. do	June 6.	5.30. do	112	145½	do		49½	8	9	5	6
Bristol	do 31.	5.15. do	do 7.	7.30. P.M.	108	110½	do		14½	7	6	1	2
Western	do 5.	8.00. do	do 9.	12.00. M.	72	100	do		4	5	5	7	11
Dauntless	do 5.	8.30. do	do 9.	10.00. P.M.	250	109½	do		13½	11	3	7	11
Kate Robinson	do 6.	4.00. do	do 9.	10.00. do	312	90	do	in in time.					
												£	310
													15

Carried over.

FINES IMPOSED OF TUG LINE (UPWARDS), 1854.—(Continued.)

VESSEL'S NAMES.	Left Lachine.		Reached Kingston.		Tonnage.	Whole Voyage, hours.	Time per Contract.	Delay Claimed, (admitted.)	Contract time exceeded.	Fine per hour.		Sums, Total.									
	Date.	Hour.	Date.	Hour.						s.	d.	£	s.	d.							
<i>Brought over.</i>																					
Caledonia	June 7.	4.00. A.M.	June 11.	10.00. P.M.	100	114	96	9	9	7	6	310	15	3							
Liffey	do	7. 4.00. do	do	11.10.00. do	112	114	do	9	9	8	9	3	18	9							
Conductor	do	8. 4.00. do	do	13.12.00. M.	150	128	do	do	32	11	3	18	0	0							
Monica	do	8. 4.00. do	do	13.12.00. do	120	128	do	do	32	8	9	14	0	0							
Advance	do	9. 4.00. do	do	13.12.00. do	200	116	do	do	20	11	3	11	5	0							
Shacktuna	do	9.10.00. do	do	13.12.00. do	200	110	do	do	14	11	3	7	17	6							
Breada	do	11. 4.30. do	do	16. 5.00. P.M.	84	133	do	do	37	6	3	11	11	3							
Fortitude	do	12. 9.00. do	do	16. 5.00. do	250	104	do	5	3	11	3	1	13	9							
Briton	do	13. 5.00. do	do	18. 1.00. A.M.	204	116	do	11	9	11	3	5	1	3							
Jesse Ann Hope	do	13. 5.00. do	do	18. 1.00. do	144	116	do	11	9	10	0	4	10	0							
Mary	do	14. 4.00. do	do	19. 2.00. do	152	118	do	11	9	11	3	4	10	0							
Mannoth	do	15. 9.00. do	do	19. 9.00. do	104	100	do	29½	22	11	3	12	7	6							
Scotland	do	17. 9.00. do	do	23.10.00. P.M.	122	156	do	do	60	8	9	26	5	0							
Billow	do	19. 4.45. do	do	25. 6.00. do	112	157½	do	3	58½	8	9	25	14	1							
Concord	do	19. 4.30. P.M.	do	25. 6.00. do	234	145½	do	do	49½	11	3	27	16	11							
Wm. Henry	do	19. 4.30. do	do	25. 6.00. do	112	145½	do	3	46½	8	9	20	6	11							
Caroline	do	19. 4.15. A.M.	do	25. 6.00. do	90	157½	do	do	61½	7	6	23	3	1							
Total												521	13	10							

FINES IMPOSED ON TUG LINE (DOWNWARDS), 1854.

VESSEL'S NAMES.	Left Kingston.		Reached Lachine.		Tonnage.	Whole Voyage, (hours.)	Fine per Contract.	Delay Claimed, (admitted.)	Contract time exceeded.	Fine per Hour.		Sums, Total.		
	Date.	Hour.	Date.	Hour.						s.	d.	£	s.	d.
Caroline Marsh	April 28.	11.00. A.M.	May 4.	3.00. P.M.	224	148	72	16	60	7	8	33	15	0
Concord	do	28.11.00. do	do	3.10.00. A.M.	234	119½	do	16	31½	11	3	17	14	5
Freeman	do	29.5.00. P.M.	do	4.3.00. P.M.	192	118	do	.....	time.	11	3	17	14	.....
Paragon	May 1.	10.00. A.M.	do	8.6.30. A.M.	178	164½	do	.....	92½	11	3	52	0	8
Bristol	do	1.10.00. do	do	8.6.30. do	108	164½	do	.....	92½	7	9	83	18	9
Glasgow	do	1.10.00. do	do	8.6.30. do	112	164½	do	.....	92½	8	9	40	13	1
Twin Sister	do	2.8.00. P.M.	do	8.7.00. P.M.	276	120	do	.....	48	11	3	27	0	0
Isaac Buchanan	do	5.6.30. A.M.	do	10.7.40. A.M.	184	121½	do	7	42½	11	3	23	15	4
Canada	do	6.11.00. P.M.	do	11.2.00. P.M.	132	111	do	.....	39	10	0	19	10	0
Merchant Millar	do	6.1.00. do	do	12.5.10. A.M.	110	136½	do	.....	64½	8	9	28	2	2
Bruce	do	6.11.00. do	do	11.2.00. P.M.	96	111	do	.....	39	7	6	14	12	6
Empress	do	6.1.00. do	do	12.4.30. A.M.	170	135½	do	.....	63½	11	3	35	14	5
California	do	6.11.00. do	do	12.4.30. do	176	125½	do	.....	53½	11	3	35	14	5
S. Robinson	do	10.1.00. A.M.	do	13.7.30. do	312	78½	do	10½	in time.	11	3	30	1	10
Jessy Ann Hope	do	10.1.00. do	do	13.7.30. do	144	78½	do	10½	do	7	6	8	12	6
Mary	do	11.7.00. do	do	15.6.00. do	100	95	do	.....	23	.....	.....	.....	.....	.....
Premier	do	12.7.00. do	do	14.6.00. do	160	71	do	.....	in time.	.....	.....	.....	.....	.....
Dauntless	do	12.10.00. P.M.	do	16.6.30. do	250	80½	do	.....	8½	11	3	4	15	8
Briton	do	12.5.00. A.M.	do	16.6.30. do	204	97½	do	.....	25	11	3	14	1	3
Champion	do	15.5.30. P.M.	do	20.11.00. do	120	113½	do	.....	41½	8	9	18	3	1
Advance	do	16.6.00. do	do	20.11.00. do	200	89	do	.....	17	11	3	9	11	3
Fortitude	do	16.6.00. do	do	20.11.00. do	250	89	do	.....	17	11	3	9	11	3
Beffest	do	17.5.00. do	do	21.3.00. P.M.	112	94	do	7	15	8	9	6	11	3
William Ford	do	17.5.00. do	do	21.3.00. do	132	94	do	7	15	10	0	7	10	0
Shickluna	do	19.9.00. do	do	25.7.30. A.M.	200	130½	do	.....	58½	11	3	32	18	2
E. America	do	19.12.00. P.M.	do	25.3.30. P.M.	200	135½	do	.....	63½	11	3	35	14	4
Caledonia	do	20.10.00. P.M.	do	26.11.30. A.M.	72	133½	do	.....	61½	7	6	23	1	3
No. 3	do	20.1.00. do	do	25.7.30. do	150	114½	do	.....	42½	5	5	11	13	9
Conductor	do	23.9.00. A.M.	do	28.12.30. P.M.	84	123½	do	.....	51½	11	3	28	19	5
												567	16	4

Carried over.

FINES IMPOSED OF TUG LINE (DOWNWARDS), 1854.—(Continued.)

VESSELS NAMES.	Left Kingston.		Reached Lachine.		Tonnage.	Whole Voyage, (hours.)	Fine per Contract.	Delay Claimed, (admitted.)	Contract time exceeded.	Fine per hour.		Sums, total.	
	Date.	Hour.	Date.	Hour.						s.	d.	£	s.	d.
<i>Brought over</i>													
Brenda	May 24.	6.00.	do	do	84	84½	72		12½	00	567	4	
Clyde	do 24.	2.00.	P.M.	do	96	76½	do		4½	6	3	16	7
Spacy	do 24.	2.00.	do	do	100	76½	do		4½	7	1	11	10
Liffey	do 24.	6.00.	A.M.	do	112	84½	do		12½	6	5	7	5
Canada	do 27.	10.00.	do	do	132	98½	do		26½	9	13	0	6
Scotland	do 27.	10.00.	do	do	122	74½	do		2½	0	0	19	11
Bristol	do 27.	10.00.	do	do	1108	74½	do		2½	6	0	16	10
No. 1	do 29.	7.00.	P.M.	June	72	94½	do		22½	5	6	3	9
No. 2	do 29.	7.00.	do	do	72	94½	do		22½	5	6	3	9
Lily	do 31.	6.30.	do	do	40	66½	do		4½	3	2	13	5
Northumberland	do 31.	8.00.	A.M.	do	300	79½	do		4½	6	1	15	8
Energy	do 31.	8.00.	do	do	250	74	do		13	7	5	13	9
Bruce	do 31.	8.00.	do	do	96	76½	do	8	4½	6	9	13	9
Globe	do 31.	2.00.	P.M.	do	112	93	do		25½	9	11	4	1
Caledonia	do 5.	4.00.	do	do	100	97½	do		25½	6	9	13	9
Belfast	do 5.	4.00.	do	do	112	97½	do		25½	8	9	13	9
Canin	do 6.	2.00.	do	do	104	117	do		45	7	16	17	6
Caroline	do 6.	3.30.	do	do	90	115½	do	17	26½	6	9	18	9
Concord	do 9.	6.30.	do	do	120	68½	do		do	7	1	6	3
Glasgow	do 9.	6.30.	do	do	112	69½	do		do	10	1	15	0
Mary Frances	do 10.	11.30.	A.M.	do	104	75½	do		8	11	4	10	0
Jenny Lind	do 10.	11.30.	do	do	144	79½	do		47	8	20	11	3
Halifax	do 10.	11.30.	do	do	210	80	do		37	11	3	16	3
Ocean	do 13.	11.00.	do	do	112	119	do		14½	11	8	16	3
Dauntless	do 13.	9.00.	P.M.	do	250	109	do		in time.	11	8	3	2
Advance	do 17.	5.00.	A.M.	do	200	86½	do		in time.	11	8	3	2
Champion	do 19.	4.45.	P.M.	do	120	69	do		in time.	11	8	3	2
Total										£	724	17	8

No. 39.

(Copy.)

REPORT OF THE MONTH OF JULY, 1854.

MONTREAL, July 31st, 1854.

Sir,—I again have the honor of laying before you, for the Commissioners of Public Works, a Report of the chief features in the working of my Department, for the month, a month of comparative inactivity, and therefore presenting very little of information or interest.

From about the 1st of July, the general Inland Carrying-Trade of the Upper St. Lawrence, falls off, and the residue is confined chiefly to, and carried on by, the Montreal forwarding firm, whose Steamers of course, monopolize the little remaining Tugging necessary, about the end of the month, the Inland Carrying-Trade, and therefore the Tugging of vessels almost ceases. I found it necessary, from information received about the 11th instant, to proceed to Kingston, and in order to prevent any movements being Telegraphed (which occurred on a previous occasion,) I proceeded by the Bytown route, and although longer, it suited my purpose, as the sequel proved. My sudden arrival in Kingston was quite unexpected, and caused great surprise. Having laid my charges before Mr. Thomas Maxwell,—1st, of the Steamers Canada, No. 2, and Traveller, being engaged in towing Rafts; and 2ndly, of the great carelessness of himself, his Officers and servants, in not properly filling in the "Time-bills," and having obtained his admission, I returned to Montreal. I extended protest against him on return of the Notary into town, for particulars of which I beg to refer you to Copy of Protest of the 21st instant. On the downward part of my trip, I landed at Matilda, to inspect a tow of vessels, at that moment locking through No. 25; a hurried verbal complaint was made by Antoine Charbonneau, master of the schooner Fortitude, for having been delayed 48 hours at Dickenson's Landing, for proof of which I await the return of "Time Bills," which, he declared had been taken by, and was in possession of the Purser of Steam-Tug Charlevoix. On passing the Cornwall Locks, I found that the Tug-Boat on that route was moored to the shore, without hands aboard, all having deserted from fear of the fatal Cholera, which raged violently around those Locks, and attacked some of the hands on board. This however, was with all due diligence remedied, by placing the Canada on that route instead, until cleaned and fumigated. I have to regret that Mr. Maxwell has not yet furnished me with sufficient data upon which to complete all the remaining Time-bills. I have thought it prudent to make such irregularity, a point of protest, in order to place him *en demeure*, and would respectfully suggest that he be not settled with until he furnishes the proper information therefor, or, in default that he will agree to adopt some general rule as to the unascertained time of particular routes, in order to arrive at something definite. I beg to refer you to Copy of Protest of the 28th instant., founded on a matter of complaint of one John Renshaw, largely engaged in the Cordwood trade. This will probably be followed by others in due course, as I see that quite an extensive and bitter antagonism exists between the Tug-Line and parties interested in that trade. The style of the protest shows the general tone of feeling. In conclusion, I beg to state my satisfaction in hearing from various quarters, the

continued good opinion of the present system, and towards my Department, and of its good effects upon the Inland Carrying-Trade.

I have the honor to subscribe myself,
Your obedient Servant,

(Signed,) GEORGE PLATT,
Superintendent Tug-Line, Upper St. L.

T. A. BEGLY, Esquire,
Secretary, Public Works.

No. 40.

(Copy.)

MONTREAL, 2nd August, 1854.

Sir,—I have the honor of enclosing my pay-list,—Account travelling expenses, Report for July, and two copies of Protests. The return of all remaining time-bills to 31st July, inclusive, I hope to make in a few days, they are written out complete as far as can be, and I am urging the Contractor to give me the necessary information to complete and fill up the blanks as far as possible; whatever remains incomplete after a short delay, I will leave in your hands to do whatsoever seems best, in accordance with justice and the Contract, he deserves to suffer the fullest amount of fines for such continued, and because often spoken and written to on the subject, inexcusable carelessness or neglect. I trust you received the return of those time-bills sent last month.

I remain,
Your obedient Servant,

(Signed,) GEO. PLATT,
Superintendent, Tug-line, Upper St. Lawrence

T. A. BEGLY, Esquire,
Secretary.

No. 41.

(Copy.)

MONTREAL, 29th August, 1854.

Sir,—As the busy season of the fall is near at hand, I would, in anticipation thereof, be glad that arrangements could be made to properly place the Tug-Boats on the several routes for which they are best suited, and replace the insufficient boats with others. Clause No. 7, grants that if any of the Tug-Boats "shall at any time be found incapable of fully and efficiently performing the business of towing, on the route on which the same is placed, he, the said Thomas Maxwell, shall and will immediately replace such boat by another and more suitable boat, capable of performing such duty efficiently;" and afterwards (as appears by Clause No. 10) when efficient boats are placed, under Clause No. 7, then the

Commissioners may change such boats from one route to another: thus it would appear that a deviation from Clause 6, when necessary, is sufficiently provided for in Clauses 7 and 10. Upon that ground I would respectfully suggest, and do ask of the Commissioners to grant me a letter of authority to make such changes of the Tug-Boats, and deviations from Clause 6, as I may find best suited for the several routes. At same time I would respectfully state that the "New Canada," and "Mazeppa," are quite unfit, and incapable for the service of any of the routes, and will be found more especially so for the fall business, which will, in all probability be much augmented; in fact a material advantage will be gained, when they are put out of the line altogether, and the cause of delay materially lessened. Awaiting a reply at your convenience,

I remain,

Your obedient Servant,

GEO. PLATT,

Superintendent Tug-line.

T. A. BEGLY, Esquire.

No. 42.

(Copy.)

REPLY TO TIME STATEMENTS.

KINGSTON, September 1st, 1854.

Sir,—We now beg leave to call your attention to the statement of fines made out by the Superintendent of the Tug line, George Platt, Esquire, on the upward and downward trips of Vessels, between the 28th April and the 12th day of May, on which day the Lachine Canal opened to the trade; you are aware, that although Vessels might have received tickets on the 2nd May on the upward, and on the downward on the 28th April, yet the former could not leave the Port of Montreal until the Canal opened, and there was no use of the latter pushing on as they could not get through the Lachine Canal, and therefore preferred remaining above.

2.—We are able to state, that the Schooners Caroline Marsh, Concord and Freeman, did not leave this port till the first of May, although they did receive their tickets on the 20th and 29th April, and also that nine Vessels ticketed in Montreal between the 2nd May and the 13th, did not leave the port of Lachine until the latter date, in consequence of their not being able to get through the Lachine Canal. You will observe, that on the downward statement, fines according to the statement before us, between the 28th April and the 10th May, amounted to the sum of £357 13s. 2d., currency, and the sum of £102 5s. 10d. on the upward trip, between the 2nd May and the 13th, on which day the first through Vessel left Lachine upward from the port of Montreal, making a total of £459 19s. 0d., currency.

3.—A few light barges, which wintered in the upper end of Lachine Canal, left between the 2nd and 3rd, some of those were brought through in Contract time, and others were detained from an accumulation of ice on Lake St. Louis.

4.—We hope that the Honorable Commissioners will cause a proper examination of those statements to be made, and we are confident, that when the enqui-

ry is made respecting the time lost in the different Canals from the carelessness of masters of schooners and barges, they will not wonder that we exceed the Contract time both on the upward and downward trips.

5.—Now we are satisfied that this, with the former charge, is an over-sight on the part of the Superintendent, as we are not bound, in our opinion, to have the line in efficient working order until the Canals are open to the trade.

6.—We now direct your attention to the time statement respectively; for instance, the upward time statement shews in many instances, where the departure from Lachine, and the Vessel's arrival at the port of Kingston, have not exceeded the Contract time, yet a large amount appears against those Vessels' time.

We have condensed a few for your consideration, viz. :—

Vessel's Name	Departure.	Arrival.	Fines charged.
Barge Wm. Ford	May 2	May 6	£3 15 0
" Energy	" 22	" 26	6 15 0
Schooner Bristol	June 3	June 7	5 6 11
" Western	" 5	" 9	1 2 0
Barge Dauntless	" 5	" 9	7 11 11
Schooner Caledonia	" 7	" 11	3 7 6
Barge Liffey	" 7	" 11	3 18 9
" Advance	" 9	" 13	11 5 0
Schooner Schickeluna	" 9	" 13	7 17 6
Fortitude	" 12	" 16	1 13 9
Scotland	" 17	" 23	
Barge Billow	" 19	" 25	
Schooner Concord			
Barge Wm. Henry			
" Caroline			

£52 13 4

You will observe, by this statement, that the sum of Fifty-two pounds thirteen shillings and four-pence is an actual overcharge; the latter sum of One hundred and twenty-two pounds six shillings, arises from those vessels being detained two whole days at Lachine, by fog, and on the writer being informed of the true position of affairs at Lachine, he went down and made three trips between Lachine and Beauharnois, with the compass, in order to get those vessels through.

11.—We will not occupy your time with any lengthened remarks on the downward trips, but simply refer you to the Barges "Dauntless" and "Advance." The "Dauntless" left Kingston on the 13th June, and arrived at the Port of Lachine, 15th, just one day ahead of her Contract time, still the superintendent shows by his statement a fine of £20 16s. 3d. currency, and the "Advance" left here on the 17th, and arrived at Lachine on the 20th instant, on her Contract time, yet a fine does appear against her of £8 3s. 2d. currency.

12.—We now will leave the matter in the Commissioners' hands, knowing that they will do us full justice.

13.—Permit us to say, in conclusion, that we have had a great deal to contend with this year in procuring help, together with high winds and the breakage of the Cornwall Canal, with the late prevailing sickness, all which had a great tendency to prevent our performing the service in as satisfactory manner as we would desire.

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

THOS. MAXWELL & Co.

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

No. 43.

(Copy.)

MONTREAL, September 2nd, 1854.

Sir,—Enclosed, I beg to send you my Report for the month of August, together with Pay-list and account of expenses. I take the liberty of also enclosing a petition, submitted by the Council to the Board of Trade, and gotten up by *leading oppositioists* to the present Government bonus system, shewing, in the passage underlined, a total change of views against that principal.

I have the honor to subscribe myself,
Your obedient Servant,

(Signed,) GEORGE PLATT,
Superintendent Tug Line.

T. A. BEGLY, Esquire,
Secretary Public Works.

(Copy.)

MONTREAL, August 31st, 1854.

Sir,—The previous reports that I had the honor of laying before the Honorable the Commissioners, were made up during a season of considerable activity in all departments of Trade, and more especially of the Inland Forwarding and Shipping Trade, therefore, something to report upon; but the Report of the present month must necessarily be barren of matter, from the almost total cessation of business: the usual lull at this season in the trade of the country, the decrease in the number of Time-bills issued during this month, as compared with those preceding, is sufficient evidence thereof. Advantage has been taken of this lull to put the Tow Boats in repair, as required, to be in readiness for Fall operations. Being about again to go up the Line, I trust I shall be able to get the necessary information from the Contractor, to make return of (complete) all the Time-bills issued up to the 1st August, and which have been obtained for completion, as stated in Report for June, dated 1st July, 1854, if not, I shall make return in such state as they may be, leaving the matter to the Honorable the Commissioners to decide upon, with such stringency of action as they deem best. As a meeting of Parliament is close at hand, I would beg to call the attention of the Honorable the Commissioners to the latter part of my Report for May, (dated 8th June, 1854,) representing a necessity for the adoption of and legalizing some summary mode of settling fines, and loss and damage accruing to parties from detention, &c., and towards the accomplishment thereof, would respectfully suggest that power might be obtained whereby the Governor in Council would, in the Tug Line affairs, have the same Judicial rights, as those exercised in Canal and other public affairs. In conclusion, I would beg to state, that I have (the Cholera notwithstanding) kept as close a watch on the Line as possible, but find that those, at first willing (under strict secrecy) to undertake the disagreeable task of sending information, have abandoned the matter; and that suggests to my mind the idea of respectfully suggesting to the Honorable the Commissioners the adoption of some system of paying for information, of contravention of Contract, at the several points of the Line.

I have the honor to subscribe myself,
Your obedient Servant,

(Signed,) GEORGE PLATT.

T. A. BEGLY, Esquire,
Secretary Public Works.

No. 44.

(Copy.)

MONTREAL, 11th September, 1854.

Sir,—In reply to your favor of the 6th instant, month requesting me to send a draft of the proposed arrangements and regulations connected with the Tug-boat service referred to in my letter of the 29th August last past, I would beg to recommend that the "New Canada" and "Mazeppa" named in the Contract, be removed as regular stationed boats of the line, and be replaced, and the line made up as follows:—

The "Gildersleeve" between Lachine and Beauharnois Canal; The "Sir Charles Napier" between the upper end of the Beauharnois Canal and lower end of the Cornwall Canal.

The "Traveller" and "Old Canada" between Dickenson's Landing and Prescott.

The "Charlevoix" and "America," between Prescott and Kingston. The "Canada" and "Mazeppa" to be replaced by one Tug of good power to act as supernumary along the line, in case of storms to divide a too large tow of boats, to assist to tow off, either stationed Tugs, or Vessels that may ground from the effects of storms, or, by breaking away from force of the rapids, &c. I would also respectfully suggest, that instructions shall be given to Lockmasters at the several upper and lower Canal stations named in the time-bills, not to allow any Vessel to pass without their having the time exactly and correctly put down in time-bills.

I have the honor to subscribe myself,

Your obedient Servant,

(Signed,) GEO. PLATT,
Superintendent, Tug line.

T. A. BEGLY, Esquire,
Secretary, Public Works.

No. 45.

(Copy.)

MONTREAL, 20th September, 1854.

Sir,—As directed by your letter dated the 8th September instant, month numbered 16,035, I beg respectfully (after examination had on and of letters numbers 32,512 and 23,504, from T. Maxwell and Co.) on letter No. 23,512, to Report (in answer to his first paragraph) that the Contractor must be aware that his Contract for towing vessels takes effect only between the ports of Lachine and Kingston, and *vice versa*. That it provides for "Tug-boats to be placed on the River St. Lawrence for the purpose of towing vessels" and other craft, between Lachine and Kingston "on the said river."

That the tickets (not time bills) to which he alludes, are towage bons or tickets, issued in Montreal on payment of towage dues at the Contractor's Agency, to be presented at Lachine by Masters of vessels, to entitle the holder only to have his vessel towed according to the distance paid for, and as far as practicable (being numbered) to give him his place in the tow, and that the time-bills for the upward trip are issued in Lachine only, where the Contract provides that the towing

shall commence, and where about to start are timed and dated, or as is most generally the case, are filled in by the purser after the Tug-boat has started, and when under weigh, and afterwards delivered to each Master of a vessel at the Beauharnois Canal Lower Station: also that vessels complete the downward trip at Lachine, and those time bills are also timed and dated there, being the terminus. Thus then, the Contractor has been reckless in the assertion, that the closing of the Lachine Canal at all affects either the departure or arrival of vessels, or the dating and timing the time-bills, his objection, therefore, falls to the ground, being quite irrelative to the Contract and to the fine charged, and consequent on the overtime shewn by and in the returned time bills.

(In answer to second paragraph)—That in consequence of the Contractor ignorantly or recklessly asserting, that the closing of the Lachine Canal affected the time of vessels, his assertion respecting the delay of Schooners “Caroline Marsh,” “Concord,” and “Freeman,” in the first part of this paragraph, falls to the ground, for the reasons given in my preceding remarks, as also the latter part of this paragraph for the same reason.

(In answer to third paragraph)—That this clause does not seem to demand a special reply, being merely assertions of amounts charged, which are in corroboration of parts of the return sheets of time bills.

(In answer to paragraph fourth)—That by the return sheet of the upward time bills rendered, it appears that the “Mammoth” is the only vessel (of those which left between the second and third) which was taken through within Contract time. Of those declared to have been detained by ice on Lake St. Louis, I found on enquiry amongst the Masters and Crews of vessels, and persons on Canals, that they saw no sufficient cause of detention from the ice then in the Lake and River, thus there does not appear to be sufficient excuse or reason in this assertion to set aside the fines.

The servants of the Contractor take part in filling in the Time-bills, and always record in the column for remarks, (although carelessly, recklessly, and indefinitely,) their objections and complaints, so that the Contractor should have the onus of proof (of anything he asserts contrary to the facts given in Time-bills) left to him. He cannot keep a record as a witness, of things occurring at a distance, and must (as all must do) wait for the completion of each trip, and depend for information chiefly on the Time-bills.

In answer to the 5th paragraph.—That it would be highly desirable that the Honorable the Commissioners would cause an investigation and examination to be made into the delays and the causes thereof, of and by vessels passing through the Canals, when if Lockmasters, tenders and others were examined, a full statement of facts could be obtained, which are now kept back, because all parties feel that they would compromise themselves by giving information without orders. It would then be shewn (independently of protests) that not only were there sufficient delays, &c., to justify the enforcement of all the fines, but that heavy penalties for contraventions should exist. The verbal statement heretofore given by Lockmasters is, that most generally, due diligence is used by vessels in passing through the Canals. This will appear on reference to the Time-bills returned, due allowance being made in the time for draught of water, breadth of beam, state of the wind, and the number of horses employed to tow. The time ranges from 6 to 12 hours in the Beauharnois and Cornwall Canals. Tug Boat officers are careful to note when they hear of any delay in Canals. The time required by, and to be allowed vessels to pass through the several Canals once settled, would be a bar to future cavil, and the Canals should not be chargeable with delay, “unless (as by clause 11) such vessels or vessel, shall be detained for an unusual or unreasonable time, in passing through the Canals, or some or one of them.”

In reply to the 6th paragraph.—That the annexed copies of letters will show how far the Canals have been closed against or open to the trade during this season; and it must be noticed, (as an important admission,) that in this 6th paragraph, the Contractor admits, in sufficiently clear terms, that his Line is not in efficient working order. He says, “We are not bound in our opinion, to have the Line in efficient working order until the Canals are open to the Trade.” And how far he is justified in stating the Canals to have been closed to the Trade has just been shewn. I, as Superintendent, can shew, I trust, that any “carelessness of masters of vessels,” or delay in passing through the Canals, is not more “an oversight, than that the unpardonable delays of the Tug Line at the termini of the Canals is an oversight.”

(In reply to the 7th, 8th, and 9th paragraphs)—That as the time-bills (partly made up by the Contractor’s own officers) shew and testify to all the proceedings of the various trips, his assertions contrary thereto should be matters for him to testify to. That any detention by the tug-line, at either of the termini of the route, affects and deranges the whole trip, and such detentions at the termini should not be considered and taken as included, because time-bills (as before shewn) are according to the constant rule, filled in at the time of or after starting. The Contractor making “three trips between Lachine” and Beauharnois “with the compass,” did that in order to get those vessels through, such having become necessary from the confusion of the line; there would not have been a necessity for such trip if the officer of the Steam-tug had made, and not neglected or objected to make, two trips per day. I regret not having the time bills before me, otherwise I could be more detailed in my remarks, but would beg to refer the Honorable the Commissioners thereto. I think however that no overcharge is proved.

(In reply to the 10th, 11th, and 12th paragraphs)—That the return sheet of fines (taken from the time bills) shews that the fines imposed on the “Dauntless” and “Advance” are correct. The “Dauntless” left Kingston on the 13th June, and arrived at Lachine on the 18th, and not the 15th; likewise is he in error respecting the “Advance.” These time bills being with the Honorable the Commissioners, I cannot verify the same more than from the return sheets, which I believe to be correct, as they were checked before being sent.

(And in reply to the 13th paragraph,)—That this season has not the reputation of having been unusually boisterous, but the contrary, dry, clear, and calm. The difficulty “in procuring help” was not apparent, there being quite a uniformity in the number of the same hands on all the boats. “The breakage of the “Cornwall Canal” was of two day’s duration, as will appear by the annexed copy of letter from the Superintendent of that Canal, and could scarcely be a plea for the delays of the whole past season. In conclusion, I would remark that the assertions made are not facts, especially those in reference to the closing of the Canals.

That the mere assertion of the “carelessness of masters” of Vessels, in passing through the Canals, &c., is not proved. That assertion, when once erroneous, prohibits the reception of any further assertion without proof, and that in the time-bills returned such deductions were made as were reasonable, leaving the doubtful portions (if any) to be decided by the Honorable the Commissioners, as of right, by the 17th clause of the Contract. Finally, although the amount of fines would of course be objectionable to the Contractor, they are deserved, especially when it is considered that verbal warnings, remonstrances, and notarial protests, have not availed to prevent repetitions of contraventions, and if heavy fines had been leviable for contraventions of Contract, as well as for delays, the amount would have been enormous but deserved. He has himself alone to blame; and it is to be hoped, that hereafter, the public weal will be duly attended to, and the necessity for fining and protesting cease.

The whole nevertheless, respectfully submitted, by

(Signed,) GEO. PLATT,
Superintendent, Tug-line, Upper St. Lawrence.

T. A. BEGLY, Esquire,
Secretary, Public Works.

(Copy.)

LACHINE CANAL OFFICE,
MONTREAL, September 16th, 1854.

Sir,—In answer to your enquiries of this date, relative to the Lachine and Beauharnois Canals, I beg to state that those Canals have not been closed or the navigation interrupted, for a longer time than two or three hours during the present season.

I am, Sir,
Your obedient Servant,

(Signed,) JOHN G. LIPPELL,
Superintendent Engineer.

GEORGE PLATT, Esquire,
Superintendent Tug Line, Upper St. L.

(Copy.)

CORNWALL, September 18th, 1854.

Sir,—In reply to your letter of the 16th instant, requesting to be informed if the navigation of the Cornwall Canal has been interrupted during this season, and if so, how often :

The navigation of the Cornwall Canal has been closed for two days only, and that while putting new gates in Lock No. 19, in place of the ones broken by the Steamer John Gartshore, on the 20th of last May.

I am, Sir,
Yours very truly,

(Signed) D. A. McDONALD,
Superintendent.

GEORGE PLATT, Esquire,
Superintendent Tug Line.

No. 46.

(Copy.)

MONTREAL, 20th September, 1854.

Sir,—In reply to T. Maxwell & Co.'s letter No. 23,504, dated 1st September, instant month, I beg to state and report, (in reply to 1st paragraph,) that the number of protests and verbal objections made relative to the stations of the va-

rious Steam-tugs, never had any good effect to bring any remedy, and, although the change was advantageous to the trade, yet the trade, from the change to the Gildersleeve with her commander, who is very objectionable to them, was not so great as anticipated, and the change should have been made in form, and as provided for in the Contract, the propriety and necessity of which, I duly explained to the Contractor and others.

(In reply to 3rd paragraph)—That immediately after the appointment of a Superintendent, an interview and conversation was had with the Contractor, when a close observance of the Contract was enjoined, and by him promised, with how much effect the protests served, and his future acts will prove; had the Contractor given the matter due consideration, as connected with the public weal, and not as a matter of offence to the Superintendent, he would have better satisfied the public, and not have had to pay so large an amount of fines.

(In reply to 4th paragraph.)—That the repeated changes of Tugs from one station to another, the difficulty and delays consequent on taking the Tugs little Canada and Traveller, &c., to tow rafts and carry freight, operated as chief causes why the increased trade could not be provided for, yet the 3rd and other clauses of the Contract provide for the towing of all Vessels and other craft during the years 1853, 1854, 1855.

(In reply to 5th paragraph)—This must be replied to by reference to the repeated contraventions of Contract, and the too general dissatisfaction expressed by the trade from the delay; also, to the admission, "that on placing these Steamers on those stations between Cornwall and Lachine, were at variance with the "letter and spirit of the Contract;" with such a knowledge of the letter of the Contract, why has the Contractor not carried it out in its integrity? I trust the Honorable the Commissioners will inflict, under all the circumstances, the full amount of fines, and thereby secure (if possible) the success of the Tug line.

(In reply to the 9th paragraph)—That the Contractor makes an important admission, "that they have not all been towed according to Contract time," and "up till this date no person has claimed from us any sum or compensation for "detention on either the upward or downward trip," as to compensation, none may have been substantiated, but notice of claims, for delay prior to the 1st September, instant, month have been given to me by leading forwarders and others, and that if their claims for delay and damage were not settled without delay, complaint in writing would be made, to be submitted to the Honorable the Commissioners. Masters and owners may not have demanded compensation, but the chief cause thereof, as stated to me, was the difficulty in retaining their evidence during the protracted proceedings now requisite, and the want of summary proceedings, all which has been repeatedly complained of to me. Masters and owners have expressed quite a different feeling than "that they were satisfied, "that we (the Tug line) have done all that could be done to get them through," as witness, the case of the Steam-propeller Oxford, and others.

(In reply to 10th Paragraph.)—If a loan is made to the Contractor of the Tug line, it must be borne in mind that the present tow-boats are very old, and will not be long suited to the Tug line service, and its increase; they were once passenger boats, and now adapted to towing, a thing never accomplished with advantage. The Contractor must know, that the only mode to meet the wants of a rapidly increasing inland forwarding trade, and to satisfy the public, would be not to keep up old worn-out boats, but to have new and powerful boats built especially adapted to towing, to be under the management of some one conscientiously

determined to carry out their Contract in its true intent, meaning, and integrity.

The whole respectfully submitted, by

(Signed,) GEO. PLATT,
Superintendent, Tug-line, Upper St. Lawrence.

T. A. BEGLY, Esquire,
Secretary, Public Works.

No. 47.

(Copy.)

MONTREAL, September 26th, 1854.

Sir,—Enclosed is copy of letter which I received yesterday, and which I submit for an early reply. I have, *ad interim*, taken the initiative by protesting for contravention of Contract. I also enclose herewith, copy of another protest served, which, with the above protest and others in prospective, to be returned at the end of the month, will serve to shew, how far the Contractor is fulfilling promises, and carrying out his Contract in its true spirit, intent and meaning.

I subscribe myself with much consideration,
Your obedient Servant,

(Signed,) GEORGE PLATT,
Superintendent Tug Line, Upper St. L.

T. A. BEGLY, Esquire,
Secretary Public Works.

(Copy.)

MONTREAL, September 22, 1854.

Dear Sir,—In the articles of agreement between Thomas Maxwell and the Commissioners of Public Works, for towing vessels on the Upper St. Lawrence, we find the following paragraph, viz. :—

“The Boat placed on the route between the Beauharnois Canal and Cornwall, shall make one trip daily, that is to say, one trip daily from the head of the Beauharnois Canal to the lower end of the Cornwall Canal, and back to the Beauharnois Canal.” Our barge Minna on her last trip down, arrived at Cornwall early on the afternoon of the 14th instant, and was detained there 24 hours for want of a Tug Boat, the required trip not having been made by the Tug Steamer, and the Captain alleging as his excuse, there was but one boat to tow which it was not worth while making the trip for. We therefore beg to make this complaint, and desire to know in what manner we shall obtain redress for the detention to which our boat has been subjected.

Your most obedient Servants,

(Signed,) H. JONES & CO.

GEORGE PLATT, Esquire,
Superintendent Tug Steamers.

No. 48.

(Copy.)

MONTREAL, September 30th, 1854.

Sir,—Permit me to address to you a few remarks on unreturned Time bills, up to July 31st, 1854, and which had been detained for completion.

These Time-bills have been completed with the exception of forty-nine. I fully expected to have returned them before now, but could only obtain the necessary information from time to time, as opportunity presented itself. I communicated personally with the Contractor on the subject, and also by letter, as appears by the copies of letters herewith sent, and received from him the enclosed memorandum, being a transcript of the one I sent him. I fully believed that it was correct, but upon examination, found it to be otherwise. In some cases, the time named in it shows that vessels had arrived in Kingston before they left Prescott. As for example, in the case of the "Freeman," (upwards 14th May, 7 A.M.,) by his memorandum she appears to have arrived in Kingston, May 18th, noon, while his Time-bill (which shows the signatures of Tug-boat officers) makes it appear that she was taken in tow at Prescott, May 19th, 4 P.M. Thus she must have arrived in Kingston, 28 hours before she left Prescott. Upon further examination, it will be seen by the pencil writing therein, (as taken from Captain Couvrette's log of the "Charlevoix," the only record from which to take deficient information in such a case,) that she was left at Prescott, so that we have three statements contradicting each other. Again the Time-bills (signed as aforesaid) of the "Sinbad" and "Christina," show that they were taken in tow at Prescott, May 17th, 8½ A.M., while the Contractor's memorandum shows that they were left at Prescott; but to shorten what would be to them, if continued as above, a tedious recital, I beg to refer the Honorable the Commissioners to the Time-bills themselves, wherein the red ink writing at foot, shows the time as taken from the Contractor's memorandum, and the pencil writing in some of them shows the time taken from the log books of Captain Couvrette of the "Charlevoix," and Hanigan of the "America." In order to complete as many Time-bills as I could, I have taken the pencil marks to be correct, because recorded on the log-books. I would suggest that it is desirable to know from whence the Contractor obtained the information in his memorandum. There is great difficulty in arriving at the true time, because the timing (A.M., P.M., M., and M.N.,) is not well understood by officers of the Contractor, Lockmasters, or masters of vessels, which could be remedied by explanation thereof at foot of Time-bill.

The remarks in Time-bills are seldom to be relied on, because so many are made from hearsay, not as being eye-witnessed. Some remarks of occurrences on the upper trip are written in the downward Time-bills, (see that of Globe, left Kingston, 7th August, 6½ P.M.) and *vice versa*. Some remarks are very indefinite, and cannot afterwards safely be made definite, because no route-record throughout the Line is kept. In many of the Time-bills, where indefinite statements appear, I have made calculation of hours, and a deduction, although the Contractor was bound to show and prove the exact time. In others I have not made deductions, because the item causes of delay have been given without the original causes. Thus, suppose the Tug on the Lachine and Beauharnois station had only made one trip instead of two on any day, and vessels are in consequence detained, circumstances in such cases frequently occur on the route to the detained vessels, (as fog, wind, grounding in Canal, &c., &c.) which would not have occurred to them had they not been detained by the irregularity of the Steam Tug. Such delay is decidedly chargeable on the Contractor.

I beg to enclose two copies of protests, accompanying this one, of upward

Time-bills, 65 complete and 29 incomplete; and of downward, 69 complete and 20 incomplete.

I have the honor to subscribe myself,
Yours respectfully,

(Signed,) GEORGE PLATT,
Superintendent Tug Line, Upper St. L.

T. A. BEGLY, Esquire,
Secretary, Public Works.

No. 49.

(Copy.)

MONTREAL, 5th October, 1854.

Sir,—I this morning, received your favor of yesterday, 4th instant, with time-bills, some (but not all) of the copies of protests, complaints, &c., &c., and in reply would beg to state, that I consent to carry out the mode adopted by the Honorable the Commissioners, to settle the fines against the Contractor, by either method of arbitration named, so that the fines, in detail, shall be considered and established.

I remain, respectfully yours, &c.,

(Signed,) GEO. PLATT,
Superintendent, Tug-line.

T. A. BEGLY, Esquire,
Secretary, Public Works.

No. 50.

(Copy.)

MONTREAL, 15th December, 1854.

Sir,—Enclosed is copy of letter from William Ford, junior, which I received on the 7th and answered same date, but have not yet received his reply, as the subject matter thereof differs in principle and practice from what was before communicated to me from the Honorable the Commissioners, I beg to lay same before them for the approval or disapproval.

I have received more time-bills for October and November, (short sent at proper time,) and will make out fine sheets.

I remain,
Yours respectfully,

(Signed,) GEO. PLATT,
Superintendent, Tug line, Upper St. Lawrence.

T. A. BEGLY, Esquire,
Secretary.

(Copy.)

MONTREAL, December 3, 1854.

Dear Sir,—I have been in Quebec for some days past, and am now on my way home, and would remain over to see you only I fear I would miss the boat at Ogdensburgh, and staying is not pleasant this time of year. When in the Office of the Board of Works, in conversation with Assistant Commissioner Killaly, it was suggested that you and us might arrange this matter of fines between ourselves, so far as you are interested, in place of arbitration as was spoken of, as far as I can judge I think the Commissioners prefer this mode of settlement, will you drop the Company or myself a line on the subject?

Respectfully yours,

(Signed,) WM. FORD, Junior.

G. PLATT, Esquire,
Montreal.

No. 51.

(Copy.)

MONTREAL, December 19th, 1854.

Sir,—Enclosed are fine sheets, amounting to £511 19s. 4d. These sheets, like some previously sent, must have blanks from want of tonnage, &c., &c. You will perceive how irregularly they come straggling in, although weekly returns have been demanded. There is one of July issue.

I remain,

Yours respectfully,

(Signed,) GEORGE PLATT,
Superintendent Tug Line, Upper St. L.

T. A. BEGLY, Esquire,
Secretary, Public Works.

FINES IMPOSED OF THE TUG LINE (DOWNWARDS), NOVEMBER, 1854.

NAMES OF VESSELS.	Where from.	Departure.		Where to.	Arrival.		Tons.	Whole Voyage (hours).	Deduction of		Contract time exceeded, (hours).	Fine per hour.		Sums, Total.			Remarks.
		Day.	Hour.		Day.	Hour.			Contract time.	Delay not chargeable.		s.	d.	£	s.	d.	
Lucinda	Kingston.	Novr.	1. 9½ P.M.	Lachine	Novr.	5. 2 P.M.	140	88½	72	2	14½	7	6	5	8	9	
Welland	do	do	1. 9½ P.M.	do	do	5. 2 do	160	88½	72	2	14½	11	3	8	3	1½	
Fortitude	do	do	1. 9½ P.M.	do	do	5. 2 do	250	88½	72	2	14½	11	3	8	3	1½	
Soul	do	do	3. 5 do	do	do	7. 3 do	...	94	72	...	22	10	0	11	0	0	
Trade Wind	do	do	3. 5 do	do	do	7. 3 do	140	94	72	...	22	10	0	11	0	0	
Resolute	do	do	3. 5 do	do	do	8. 10 A.M.	300	114	72	...	42	11	3	23	12	6	
Admiral	do	do	3. 5 do	do	do	7. 3 P.M.	136	94	72	...	22	10	0	11	0	0	
Ida	do	do	4. 7½ do	do	do	9. 4 do	160	116½	72	...	44½	11	3	25	0	7½	
Nonsuch	do	do	4. 7½ do	do	do	10. 6 do	...	142½	72	...	70½	5	0	11	2	6	
Jane	do	do	4. 7½ do	do	do	9. 4 do	40	116½	72	...	44½	7	6	5	8	9	
Ningara	do	do	4. 7½ do	do	do	8. 10 A.M.	100	86½	72	...	14½	8	9	21	8	9	
Erre	do	do	5. 5 do	do	do	10. 6 P.M.	124	121	72	...	49	6	3	0	12	6	
Lord Seaton	do	do	5. 8 A.M.	do	do	8. 10 A.M.	74	74	72	...	2	...	...	...	...	...	See time bill.
Constant	do	do	5. 12 M.	do	do	...	108	...	...	...	...	...	...	...	...	...
Shickluna	do	do	7. 3 P.M.	do	do	10. 6 P.M.	200	75	72	...	3	11	3	1	13	9	
Elk	do	do	7. 3 do	do	do	11. 5 do	162	98	72	...	26	11	3	14	12	0	
Defiance	do	do	8. 7½ do	do	do	13. 3½ do	300	116	72	...	44	11	3	24	15	0	
Scotland	do	do	10. 6 do	do	do	16. 8½ A.M.	122	134½	72	9	53½	8	9	23	8	1½	
Petrel	do	do	10. 3 A.M.	do	do	15. 9½ do	...	126½	72	30	24½	...	...	...	...	...
Queen	do	do	10. 3 do	do	do	15. 9½ do	...	126½	72	30	24½	...	...	...	...	...
Blow	do	do	15. 7 do	do	do	18. 2½ P.M.	112	79½	72	...	7½	8	9	3	5	7½	
Utility	do	do	15. 2 P.M.	do	do	20. 4 do	218	122	72	12	38	11	3	21	7	6	
J. I. Rennie	do	do	15. 2 do	do	do	20. 4 do	113	122	72	12	38	8	9	16	12	6	
														£	236	15	7½

Carried over

FINES IMPOSED ON THE TUG LINE (DOWNWARDS), OCTOBER, 1854.

NAMES OF VESSELS.	Where from.	Departure.		Where to.	Arrival.		Whole Voyage (hours).	Tons.	Deduction of		Contract time exceeded, (hours).	Fine per hour.		Sums, Total.			Remarks.
		Day.	Hour.		Day.	Hour.			Contract time.	Delay not chargeable.		£	s.	d.			
Pearl	Kingston	Oct. 28.	5½ P.M.	Lachine	Nov. 2.	2½ P.M.	117½	112	72	13	32½	8	9	14	4	4	
Emma	Prescott	do 29.	11 A.M.	do	do 2.	2½ do	99½	112	72	6	21½	6	3	6	14	4½	
Providence	do	do 29.	11 do.	do	do 2.	2½ do	99½	80	72	6	21½	6	3	6	14	4½	
Marco Polo	Kingston	do 30.	5½ P.M.	do	do 3.	2 do	92½	140	72	6	20½	10	0	10	5	0	
Briton	do	do 30.	5½ do.	do	do 5.	2 do	140½	204	72	6	68½	11	3	88	10	7½	
Victoria	do	do 30.	12 M.	do	do 5.	2 do	146	.....	72	.....	74	.....	.....	.....	.....	.....
Allan Gilmour	do	do 30.	5½ P.M.	do	do 4.	4 do	119½	.....	72	.....	47½	.....	.....	.....	.....	.....
Champion	do	do 31.	4 do.	do	do 3.	2 do	70	120	72	.....	.....	.....	.....	.....	.....	.....

JULY, 1854.

Leopard	Kingston	July 24.	4 P.M.	Lachine	July 28.	1 P.M.	93	170	72	.....	21	11	3	11	16	3	
Total	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	81	10	7½	

No. 52.

(Copy.)

MONTREAL, 15th January, 1855.

Sir,—Enclosed is receipt in duplicate for £32 15s. 7d., received per your favor of 11th January, instant, for salary, &c.

I have to regret that I have not been able to present a reply from the Contractor to my communication. I am therefore obliged to seek a settlement of fines without delay, at the hands of the Honorable Commissioners; I am not aware that the Contractor has named his arbitrator. I beg to refer the Honorable the Commissioners to the first four lines of the 17th clause of the Contract, and at same time have to fear that the Contractor will do all in his power, not having received so large a portion of his forfeited bonus, to delay me in getting my fourth of the fines. Had he been obliged to settle the whole before receiving any money (after forfeiting so large a sum) I should have been more fortunate, and he would have been more prompt in coming to a settlement.

I have the honor to be,

Your obedient Servant,

(Signed,) GEO. PLATT.

T. A. BEGLY, Esquire,
Secretary.

No. 53. STATEMENT OF DOWNWARD TOWAGE, OCTOBER, 1853.

DATE.	VESSELS.	FROM.	TO.	Beam.	Dra ght. Ft. In.	Miles.	Rate.		Amount.	
							s.	d.	£	s.	d.
October 1, 1853	Schooner Gates	Kingston	Lachine	21	8 0	161	8 1/2	9	16	9 1/2
do	do	do	do	24	8 6	161	3 1/2	11	8	1
do	do	do	do	22	8 6	161	3 1/2	11	8	1
do	do	do	do	24	8 6	161	4	10	14	8
do	do	do	do	22	8 6	161	4	10	14	8
do	do	do	do	23	8 6	161	4	10	14	8
do	do	do	do	23	7 6	161	3	10	17	0
do	do	do	do	25	8 6	161	4	11	17	0
do	Barge Mammoth	do	Brookville	19	5 6	50	8 1/2	2	3	7
do	Schooner Forwarder	Gananoque	Lachine	22	6 0	143	2 1/2	3	17	3
do	Barge Pearl	Kingston	do	19	2 0	161	5 1/2	3	16	0 1/2
do	do	do	do	23	7 6	161	10 1/2	10	5	9
do	Schooner Buchanan	do	do	24	8 6	161	3 1/2	11	8	1
do	do	do	do	19	7 6	161	3	8	14	5
do	do	do	do	23	7 0	161	3	10	16	9
do	do	do	do	24	7 6	161	4	10	14	8
do	do	do	do	23	8 0	161	2	6	6	9
do	do	do	do	23	7 0	161	3	10	16	9
do	do	do	do	19	5 6	161	8 1/2	7	8	1 1/2
do	do	do	do	22	6 0	161	2 1/2	8	11	11
do	do	do	do	24	9 0	161	4 1/2	11	12	6 1/2
do	do	do	do	24	9 0	161	4 1/2	11	12	6 1/2
do	do	do	do	23	8 6	161	1 1/2	10	19	2
do	Barge Oregon	do	do	19	4 6	161	3 1/2	6	6	0
do	Schooner Maryland	do	do	23	9 0	161	2 1/2	11	3	7
do	Barge Glasgow	do	do	19	6 6	161	0 1/2	8	10	5 1/2
do	Schooner Ontario	do	do	26	9 0	161	4	12	10	5
do	Barge Dauntless	do	do	23	7 0	161	3	10	10	5 1/2
								254	18	1

Carried over

STATEMENT OF DOWNWARD TOWAGE, OCTOBER, 1853.—(Continued.)

DATE.	VESSELS.	FROM.	TO.	Beam.	Draught.	Miles.	Rate.		Amount.					
							s.	d.	£	s.	d.			
	<i>Brought over</i>													
October 27, 1853	Schooner L. Cooke	Kingston	Lachine	24	8	161	4	2	11	6	18	1	1	1
do 28, do	Barge Patton	do	do	18	5	161	2	4	11	5	8	1	1	0
do do	Schooner C. Marsh	do	do	25	8	161	4	4	17	1	17	0	0	0
do do	do do	do	do	25	9	161	4	2	12	1	12	1	1	6
do do	do do	do	do	20	5	161	2	2	7	3	7	3	9	11
do do	do do	do	do	20	7	161	3	4	8	9	8	17	1	2
do do	do do	do	do	25	8	161	4	4	11	10	19	1	2	1
do do	do do	do	do	23	8	161	4	4	10	19	19	1	2	1
	Total								384	19	19			

(Signed,) T. M., & Co.

NOVEMBER, 1853, DOWNWARD.

November 2, 1853	Barge Bruce	Kingston	Lachine	19	6	161	3	2	8	7	8	1	0	1
do do	do Canada	do	do	19	6	161	2	4	12	10	12	10	5	0
do do	Schooner Malta	do	do	26	9	161	4	3	8	1	8	1	10	0
do do	do Martha	do	do	21	6	161	3	3	10	7	10	19	2	8
do 4, do	do do	do	do	23	8	161	4	4	10	14	14	14	8	5
do do	do do	do	do	22	8	161	4	4	10	14	14	14	8	5
do do	do do	do	do	19	7	161	3	3	8	14	14	14	8	5
do do	do do	do	do	19	6	161	3	3	8	14	14	14	8	5
	Total								381	7	7			

do do	do	do	do	23	7	161	3	3	8	16	16	9	9	9
do do	do	do	do	22	7	161	3	3	6	7	7	10	10	10
do do	do	do	do	20	8	161	3	3	8	9	9	11	11	6
do do	do	do	do	25	9	161	4	4	12	12	12	16	16	9
do do	do	do	do	20	8	161	3	3	8	16	16	16	16	9
do do	do	do	do	24	8	161	4	4	11	17	17	18	18	1
do do	do	do	do	20	6	161	2	2	11	16	16	16	16	1
do do	do	do	do	19	6	161	2	2	10	12	12	12	12	1
do do	do	do	do	22	6	161	3	3	8	9	9	16	16	9
do do	do	do	do	23	7	161	3	3	10	10	10	16	16	9
do do	do	do	do	19	6	161	2	2	10	7	7	12	12	1
do do	do	do	do	23	5	161	3	3	9	9	9	16	16	7
do do	do	do	do	20	6	161	2	2	8	7	7	10	10	5
do do	do	do	do	26	9	161	4	4	12	12	12	16	16	9
do do	do	do	do	25	8	161	4	4	11	17	17	17	17	6
do do	do	do	do	21	8	161	3	3	8	9	9	16	16	8
do do	do	do	do	23	2	161	1	1	11	11	11	13	13	4
do do	do	do	do	24	8	161	4	4	11	17	17	18	18	7
do do	do	do	do	19	6	161	2	2	10	7	7	12	12	1
do do	do	do	do	19	2	161	1	1	8	3	3	16	16	0
do do	do	do	do	19	6	161	3	3	8	1	1	16	16	9
do do	do	do	do	23	7	161	3	3	10	2	2	18	18	10
do do	do	do	do	19	6	161	1	1	7	10	10	10	10	5
do do	do	do	do	23	6	161	3	3	8	9	9	11	11	0
do do	do	do	do	19	6	161	3	3	8	9	9	11	11	0
do do	do	do	do	19	5	161	3	3	7	8	8	11	11	0
	Total								381	7	7			

VESELS TAKEN IN TOW BETWEEN STATIONS.

October 14, 1853	Barge Brenda	Kingston	Lachine	19	6	161	3	3	8	1	8	1	0	0
do do	Barge Wm. Henry	do	do	19	5	161	2	2	7	3	7	3	1	1
	<i>Carried over</i>								15	4	15	4	1	1

VESSELS TAKEN IN TOW BETWEEN STATIONS.—(Continued.)

DATE.	VESSELS.	FROM.	TO.	Beam.	Draught.	Miles.	Rate.		Amount.			
							s.	d.	£	s.	d.	
	<i>Brought over</i>				Ft. In.							
October 14, 1853..	Barge Liffey	Kingston	Lachine	19	6 0	161	3	0 $\frac{1}{2}$	15	4	1	
do 15, do ..	Barge Avoca	do	do	18	5 6	161	2	6 $\frac{1}{2}$	7	12	1	
do 21, do ..	Barge Lord Seaton	do	do	19	8 0	161	3	5 $\frac{1}{2}$	6	14	2	
do 26, do ..	Barge Minna.....	do	do	19	5 6	161	2	8 $\frac{1}{2}$	9	3	4	
								£45	7	3	1	
November 14, do ..	Schooner Globe	do	do	28	8 6	161	4	1 $\frac{1}{2}$	10	10	2	
do do ..	Barge Spey	do	do	19	6 0	161	2	10 $\frac{1}{2}$	7	12	1	
do 19, do ..	Barge Brenda	do	do	19	5 6	161	2	8 $\frac{1}{2}$	7	3	1 $\frac{1}{2}$	
do 24, do ..	Barge Liffey	Gananoque	do	19	6 6	148	3	0 $\frac{1}{2}$	7	7	0	
	Total							£38	78	19	1 $\frac{1}{2}$	

(Signed,) THOS. MAXWELL & Co.

Kingston, January 21st, 1854.

No. 54.

(Copy.)

STATEMENT of STEAM-STOCK, with their power,—Shewing their Cost Price, Amount Paid and to be Paid, the Amount Insured on each, the terms of Sale or Charter for the current year, 1855. The whole being the property of Thomas Maxwell & Co., Tug-Line Proprietors, of Kingston, Canada West.

Names of Tugs.	Horse Power.	Single or Double.		Cost Price.			Amount Paid.			Amount to be Paid.			Amount Insured.			Selling price.			Charter.			Charter exclusive of Outfit.
		Power.	Double.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	
Steamer Traveller.....	94	Double..		2750	0	0	1500	0	0	1250	0	0	1500	0	0	Valuation.	850	0	0	0	0	Outfit Extra.
do Charlevoix.....	66	Single..		2400	0	0	1300	0	0	1100	0	0	1500	0	0	do	650	0	0	0	0	do
do Gildersteve.....	66	do		3400	0	0	1000	0	0	2400	0	0	1500	0	0	do	850	0	0	0	0	do
do Canada, No. 1.....	66	Double..		2750	0	0	1500	0	0	1250	0	0	1500	0	0	do	750	0	0	0	0	do
do America.....	66	Single..		3500	0	0	1850	0	0	1360	0	0	1500	0	0	do	850	0	0	0	0	do
do Sir Charles Napier..	80	do		2875	0	0	1250	0	0	1625	0	0	3000	0	0	do	850	0	0	0	0	do
do City of Toronto.....	96	Double..		3500	0	0	1750	0	0	1750	0	0	1500	0	0	do	850	0	0	0	0	do
Total.....			£	21175	0	0	10150	0	0	11025	0	0	12000	0	0	Valuation ..	5650	0	0	0	0	Outfit Extra.

We will sell the whole of the above stock at Valuation or Cost Price, or we will Charter them at the above rates. Exclusive of outfit or Insurance.

(Signed,) THOS. MAXWELL & Co.

No. 55.

STATEMENT OF UPWARD TOWAGE, OCTOBER, 1853.

(Copy.)

DATE.	VESSEL.	From	To.	Beam.	Draught.	Miles.	Rates.		Amount.		
							s.	d.	£	s.	d.
October 1, 1853	Barge Brenda	Lachine	Kingston	19	5	161	2	6	15	10	
do do	Schooner Fortuna.	do	Prescott	23	7	100	3	8	18	8	
do do	Queen of the Lake	do	do	23	7	100	3	8	18	8	
do do	do	do	Kingston	20	8	161	3	6	22	1	
do do	do	do	do	22	7	161	3	0	21	1	
do do	do	do	do	19	6	161	3	0	18	1	
do do	do	do	do	19	5	161	2	6	15	0	
do do	do	do	do	19	6	161	2	10	17	0	
do do	do	do	do	19	6	161	3	2	17	0	
do do	do	do	do	20	7	161	3	2	19	1	
do do	do	do	do	20	8	161	3	6	19	1	
do do	do	do	do	20	8	161	4	1	21	1	
do do	do	do	do	23	8	161	3	4	22	1	
do do	do	do	do	21	8	161	3	4	26	1	
do do	do	do	do	25	8	161	3	4	20	1	
do do	do	do	do	21	7	161	3	3	25	1	
do do	do	do	do	24	8	161	4	4	20	0	
do do	do	do	do	22	8	161	4	0	25	0	
do do	do	do	do	23	8	161	4	1	24	1	
do do	do	do	do	19	6	161	2	2	22	16	
do do	do	do	do	16	5	19	2	2	2	17	
do do	do	do	do	18	5	161	2	2	14	0	
do do	do	do	do	19	5	161	2	2	16	0	
do do	do	do	do	20	6	161	3	8	24	16	
do do	do	do	do	23	7	100	3	8	18	6	

do do	B. Bruce	do	do	19	6	100	3	0	15	0
do do	B. Canada	do	Kingston	19	6	100	2	10	17	11
do do	Schooner Forwarder	do	do	22	6	100	2	2	19	0
do do	do	do	do	22	6	100	4	0	19	1
do do	B. Willow	do	do	19	8	161	4	2	24	16
do do	Schooner Trade Wind	do	do	23	6	161	4	1	22	11
do do	do	do	do	22	8	161	4	0	24	1
do do	B. Spey	do	do	19	6	161	4	0	24	1
do do	B. L'Aurore	do	do	19	6	161	3	8	17	10
do do	Schooner Buchanan	do	do	22	7	161	4	1	29	10
do do	do	do	do	23	8	161	4	1	24	11
do do	do	do	do	20	6	161	4	0	24	16
do do	do	do	do	19	5	161	3	2	24	16
do do	B. Wm. Henry	do	do	19	6	161	3	0	18	1
do do	B. Mary	do	do	19	6	161	3	3	16	0
do do	Schooner Mermaid	do	do	19	7	161	3	1	18	11
do do	do	do	do	24	7	100	4	0	20	0
do do	B. Brenda	do	do	19	5	161	2	6	15	0
do do	B. Liverpool	do	do	20	7	161	3	2	20	9
do do	B. Pearl	do	do	19	6	161	3	0	18	10
do do	B. Elizabeth	do	do	19	6	161	3	0	16	16
do do	B. Tecarush	do	do	19	6	112	3	3	13	9
do do	B. Oregon	do	do	17	2	59	1	3	18	1
do do	Schooner Omphren	do	do	19	6	161	4	0	20	0
do do	do	do	do	23	8	100	4	4	26	1
do do	do	do	do	24	9	161	4	6	21	1
do do	Barge Caroline	do	do	22	7	161	3	8	21	1
do do	do	do	do	23	7	161	3	10	23	3
do do	do	do	do	18	6	161	2	10	17	0
do do	do	do	do	18	6	161	2	10	17	0
do do	Total	do	do	do	do	do	do	do	1038	7

(Signed,) THOS. MAXWELL, & Co.

Kingston, January 21st, 1854.

No. 55.—(Continued.)

STATEMENT OF UPWARD TOWAGE, NOVEMBER, 1853.

D A T E.	V E S S E L S.	From.	To.	Beam.	Draught.		Miles.	Rate.		Amount.		
					Ft.	In.		s.	d.	£	s.	d.
November 1, 1853..	Schooner Shickuna	Lachine	Kingston	23	8	0	161	4	0	24	1	4
do do	B. Experience	do	do	23	7	0	161	3	8	29	10	4
do do	B. Enery	do	do	22	8	6	161	4	0	24	9	4
do do	Schooner M. Millar	do	do	20	8	6	161	3	8	22	1	9
do do	do Monica	do	do	22	7	0	161	3	6	21	1	2
do do	B. Osceola	do	do	19	6	6	161	3	0	24	3	0
do do	B. Globe	do	do	19	6	6	161	3	0	24	3	0
do do	Schooner Isabella	do	do	24	8	6	161	4	3	25	1	5
do do	do Mary	do	do	23	3	0	59	1	4	5	3	9
do do	do Maryland	do	Cornwall	23	8	6	161	4	4	24	11	4
do do	Barge Minna	do	Kingston	19	5	0	161	2	6	15	0	2
do do	do Burlington	do	do	24	7	6	100	2	4	20	0	0
do do	do Kingston	do	Prescott	18	5	6	161	2	4	20	2	6
do do	do Foam	do	Kingston	19	6	0	161	2	10	22	16	2
do do	Schooner Coleman	do	do	25	8	6	161	4	5	26	11	6
do do	do Mary	do	do	22	6	0	161	3	2	19	1	1
do do	Barge Iowa	do	do	19	5	6	161	2	2	21	9	4
do do	do Canada	do	do	19	6	0	161	2	10	17	0	11
do do	do Bruce	do	do	19	6	0	161	2	10	17	0	11
do do	Schooner Ontario	do	do	26	8	0	161	4	4	27	1	7
do do	B. Cantin	do	do	19	6	0	161	2	10	17	0	11
do do	B. America	do	do	23	8	0	161	4	4	24	1	4
do do	Schooner Petrel	do	do	23	8	0	161	4	4	24	1	4

do do	do	do	do	20	6	0	112	2	11	11	15	4	
do do	do	do	Brockville	20	8	6	161	3	8	22	22	3	
do do	do	do	Kingston	23	8	6	161	4	4	24	1	4	
do do	do	do	do	18	7	0	161	3	4	0	24	4	
do do	do	do	do	26	8	0	161	4	6	18	1	4	
do do	do	do	do	20	7	0	161	3	2	27	1	1	
do do	do	do	do	23	8	6	161	4	4	19	1	4	
do do	do	do	do	24	8	6	161	4	4	24	1	5	
do do	do	do	do	19	6	6	161	3	3	0	18	0	
do do	do	do	do	23	7	0	161	3	8	22	1	3	
do do	do	do	do	23	7	6	161	3	8	22	1	3	
do do	do	do	do	25	8	0	161	4	4	26	1	5	
do do	do	do	do	25	8	0	161	4	4	26	1	5	
Total													
										£	759	12	4

(Signed,) THOS. MAXWELL & Co.

Kingston, January 21st, 1854.

No. 56.

(Copy.)

1853.

RECAPITULATION of TOWAGE done by THOS. MAXWELL & Co.,
from 1st of October to 30th November, being 53 working days.

D A T E .	Vessels Upward.	Vessels Downward.	Amount.		
			£	s.	d.
October 31, 1853	53	41	1418	19	5
November 30, do	95	41	1124	2	3
Total	88	82	£ 2548	1	8

(Signed,) THOS. MAXWELL & Co.

To THOS. A. BEGLY, Esquire,
Secretary, Public Works,
Quebec.

No. 57.

(Copy.)

STATEMENT of STEAM-STOCK, with the power of each; Shewing amount
insured and paid up, and to be paid, 1st January, 1855.

NAME of STEAMERS.	Single or Double Engines.	No. Horse Power.	Amount paid on Stock.			Amount to be Paid. January, 1855.			Amount Insured in 1854.		
			£	s.	d.	£	s.	d.	£	s.	d.
Steamer Sir Charles Napier..	Single ..	80	1850	0	0	375	0	0	3000	0	0
do Canada, No. 1	Double..	66	1200	0	0	250	0	0	1500	0	0
do Traveller	do ..	94	1300	0	0	500	0	0	1500	0	0
do Charlevoix	Single ..	66	1250	0	0	500	0	0	1500	0	0
do Gildersleeve	do ..	66	1250	0	0	482	0	0	1500	0	0
Total .....	.....	372	6850	0	0	2107	0	0	9000	0	0

(Signed,) THOS. MAXWELL & Co.

KINGSTON, November 18th, 1854.

No. 58.

(Copy.)

STATEMENT shewing EXCESS in EXPENSES for RUNNING and CONDUCTING SIX TUG-LINE STEAMERS, in 1854, over 1853. By THOS. MAXWELL & Co.

CAPACITY.	Monthly Wages, 1853.		Amount.		Monthly Wages.		Amount.		Wood, 1853.		Wood, 1854.		General Expenses, &c., 1853.		General Expenses, 1854.				
	£		s. d.		£		s. d.		£		£		£		£				
	£	s. d.	£	s. d.	£	s. d.	£	s. d.	£	s. d.	£	s. d.	£	s. d.	£	s. d.			
6 Tug Captains employed	\$40 per month.	60	0	0	0	0	0	0	0	5425	17	0	6479	19	8	10257	10	0	
6 do Pilots	35 do	52	10	0	0	0	0	0	0	1054	2	0	6479	19	8	1465	19	7	
6 do Assistant Pilots	20 do	30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6 do Engineers	35 do	52	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6 do Assistant Engineers	18 do	27	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
24 do Wheelmen	16 do	96	0	0	0	0	0	0	0	6479	19	8	6479	19	8	11723	9	7	
24 do Deck hands	12 do	72	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
24 do Firemen	14 do	84	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6 do Cooks	18 do	27	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6 do Boys	6 do	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	£	510	0	0	0	0	0	0	0	670	10	0	670	10	0	1659	10	0	
8 Months' service, from 15th April to 15th December	1853.	8	Tim	e	s.	In 1854.	8	Tim	e	s.	In Wood,	do	do	do	do	do	do	do	
Kingston and Montreal Agency	1853.	4080	0	0	0	£	5364	10	0	0	In General expenses	do	do	do	do	do	do	do	
Excess in Wages and Salaries	1854.	875	0	0	0	£	1250	0	0	0	In Provisions	do	do	do	do	do	do	do	
Total	1854.	6614	10	0	0	£	6614	10	0	0	In Tow Lines	do	do	do	do	do	do	do	
										Total		£		4179		12		3	

RECAPITULATION.

Excess—Crew and management in 1854.
do In Wood, do
do In General expenses do
do In Provisions do
do In Tow Lines do

(Signed,) THOS. MAXWELL & Co.

Kingson, February 12th, 1855.

No. 59.

(Copy.)

MEMORIAL OF THOMAS MAXWELL, RESPECTING TUG-BOAT.
12TH FEBRUARY, 1855.

To His Excellency Sir EDMUND WALKER HEAD, Baronet, 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.

(In Council.)

The Memorial of THOMAS MAXWELL, of the City of Kingston, Master Mariner :
Respectfully Sheweth ;

That on the Fourth day of April, One thousand eight hundred and fifty-three, your Memorialist entered into an agreement with the Commissioners of Public Works for this Province, for the supply of Tug-boats for the purpose of towing vessels and other craft between Lachine and Kingston, on the River Saint Lawrence, for the period of three seasons of Navigation, *viz* :—Those of the years One thousand eight hundred and fifty-three, fifty-four, and fifty-five, with power to the said Commissioners to extend the same to Seven years.

That by the Contract Your Memorialist was obliged to keep Six Steamers for the performance of the service of towing, aforesaid, *viz* :—The "New Canada," the "Mazeppa," the "Traveller," the "Old Canada," the "Gildersleeve," and the "Charlevoix," or other Steamers suitable and capable of performing such duty efficiently, which vessels were to be placed on the routes designated in the Contract, or such others as the Commissioners should direct.

That upon the due and faithful performance of the stipulations and agreements in the said Contract contained, the said Commissioners agreed to pay Your Memorialist the sum of Four thousand six hundred and fifty pounds, by quarterly payments, during each of the said years. That by a clause in the said Contract, it was agreed that for every hour which any vessel might be detained beyond the time in the said Contract limited for the downward and upward trip, through the act or default of Your Memorialist, his servants or agents, certain sums should and might be deducted by the said Commissioners from the money payable to Your Memorialist as above mentioned.

Your Memorialist would beg respectfully to state, that in order to carry on the said Contract in an efficient manner, and to afford all possible facilities to the trade, he purchased and chartered a number of Steamers, several of them more powerful than those mentioned in the Contract, and entered into engagements for the payment of the purchase money therefor, relying on the punctual receipt of the monies as to be paid him by the said Commissioners, as well as the towage of the vessels during the aforesaid years.

That during the season of the navigation of the year One thousand eight hundred and fifty-three, your memorialist carried out the said Contract and received payment from the Commissioners, of the sum of money due to him thereunder.

That during the season of the year One thousand eight hundred and fifty-four, your memorialist performed the services required by the said Contract to the best of his ability, and as he believes, to the satisfaction of the masters and owners of the vessels navigating the River St. Lawrence, from Lake Ontario to Lachine, and

of the forwarding trade in general, and that no just cause of complaint exists for any delay or detention of vessels attributable to the default of your memorialist or his servants. But the payment for the same has not been made to your memorialist on the days and times in the said Contract specified; and the sum of One thousand and fifty pounds is still withheld from him by the Commissioners, as deduction for the detention of vessels under the Clause of the said Contract above specified.

Your memorialist would beg further to state, that during the early part of last season a notice was published by the Commissioners of Public Works, that the Lachine Canal would be closed for repairs during a certain period, and although the said notice was afterwards cancelled, yet it had a considerable effect upon the trade of the season, owners of vessels having, in consequence of viewing the advertisement, made other arrangements for their Craft.

That in consequence of the general depression of trade, the sickness which prevailed at the sea ports, and on Craft on the River St. Lawrence, and the advertisement above mentioned, a large falling off took place during the past season, of vessels navigating the said river, and consequent loss to your memorialist of the profits to be derived from the towage of the same.

That your memorialist, during the best season, was obliged to pay a large advance on the wages of the mariners employed on his Steamers, and on the provisions supplied to them, and had also to pay an increased price for fuel.

That owing to all these circumstances, and the non-payment of the sums of money so due to him on his Contract, on the days and times on which they respectively become due, your memorialist has become seriously embarrassed, and is in danger of losing several of the Steamers purchased by him for the performance of the Contract, in consequence of the non-payment of the instalments of the purchase money.

That your memorialist feels, that situated as he is, he would be unable to carry on the Contract during the ensuing season with that efficiency which it requires, and that in attempting to continue the same, he would not be consulting his own interests or the public convenience.

That your memorialist is now possessed of Eight powerful Steamers, *viz*:—The Traveller, the Charlevoix, the Gildersleeve, the Canada, No. 1., the America, the Sir Charles Napier, the City of Toronto, and the Canada No. 2, which he is willing to charter or dispose of either to the Commissioners of Public Works, or to any person they may enter into a Contract with, for the purpose of keeping up the said Tug-Line, on the River St. Lawrence.

Your memorialist therefore, respectfully prays, that Your Excellency will direct the payment to him of the said sum of money, so due to him as aforesaid, and to relieve him from the further performance of the said Contract, under such terms and conditions as may to your Excellency seem meet.

Dated at Kingston, this 12th day of February, 1855,

(Signed,) THOMAS MAXWELL.

No. 60.

(Copy.)

SWORD'S HOTEL, QUEBEC, 15th February, 1855.

Sir,—On behalf of Mr. Thomas Maxwell, of Kingston, Contractor for the Tug Line on the upper St. Lawrence, I have the honor to transmit herewith a Memo-

rial to His Excellency the Governor General in Council; praying for the payment of a sum of money due him for the services on his contract for the past season, and praying to be relieved from the further performance of the same.

In support of the allegations of the Memorial, I beg to enclose:—

Reply to Protests from Tug-Line Superintendents;
Statement of Expenses, Tug-Line Steamers, and;
Statement of Steam Stock.—T Maxwell & Co.

I have the honor to request that you will be good enough to lay the same before His Excellency in Council at your earliest convenience.

I have the honor to be, Sir,

Your most obedient humble Servant,

(Signed,) THOS. KIRKPATRICK,
of Kingston.

The Honorable F. LEMIEUX,
Chief Commissioner,
Quebec.

No. 61.

POWER OF ATTORNEY, THOMAS MAXWELL TO THOMAS KIRKPATRICK.

K NOW all Men by these presents, That I, Thomas Maxwell, of the City of Kingston, in the Province of Canada, Master Mariner, have made, ordained, authorized, constituted and appointed, and do, by these presents, make, ordain, constitute, authorize and appoint, Thomas Kirkpatrick, of the said City of Kingston, Esquire, my true and lawful Attorney, for me and in my name, and in my place and stead to surrender and give up to the Commissioners of Public Works for the Province of Canada, acting for and on behalf of Her Majesty, Queen Victoria, a certain contract or agreement made and entered into the 4th day of April, 1853, between me, the said Thomas Maxwell of the first part, and Her said Majesty, represented therein by the Honorable Jean Chabot, Chief Commissioner (at that time) of Public Works for the Province of Canada, and the Honorable Hamilton Hartley Killaly, Assistant Commissioner of Public Works for the said Province of the second part. The said Contract being for Towing Vessels and other Craft on the River St. Lawrence, between Lachine and Kingston, and on the acceptance by such Commissioners of said surrender, all necessary releases, discharges, surrenders and other documents, for me and in my name to execute and deliver, hereby ratifying, allowing and confirming all and whatsoever my said Attorney shall do or cause to be done in and about the premises, by virtue of these presents. In witness whereof, I have hereto set my hand and seal, the 12th day of February, 1855.

(Signed,) THOMAS MAXWELL, [L.S.]

Signed, sealed and delivered in presence of

(Signed,) STAFFORD & KIRKPATRICK.

AGREEMENT SURRENDERING CONTRACT.

THIS INDENTURE, made the 23rd day of February, in the year of our Lord, 1855, between Thomas Maxwell, of the City of Kingston, mariner, of the first part, and Her Majesty Queen Victoria, represented herein by the Honorable Francis Lemieux, Chief Commissioner of Public Works for the Province of Canada, and the Honorable Hamilton Hartley Killaly, Assistant Commissioner of Public Works for the said Province, of the second part. Whereas, by an Agreement made the 4th day of April, 1853, between the said parties hereto, after reciting the Advertisement for Tenders for the placing of Tug-Boats on the River St. Lawrence, between Lachine and Kingston, and the acceptance of one made by the said Thomas Maxwell, it was by the said articles covenanted and agreed between the parties, that he the said Thomas Maxwell, for the consideration therein mentioned, should place certain Tug-Boats on routes designated by the said parties of the second part on the River St. Lawrence, during the three seasons of Navigation, then next ensuing, with power to the said Commissioners to extend the same for a further period, as by reference to the said Articles of Agreement will more fully and at large appear. And whereas the said Thomas Maxwell is unable any longer to fulfil his said Agreement, and the said party of the second part acting as aforesaid, hath consented to relieve him from the further performance thereof:

Now this Indenture witnesseth that in consideration of the premises and of the acceptance of the surrender of the said Contract, the said party of the first part doth hereby surrender and yield up to the said party of the second part and their successors, as well the said Contract or Agreement, as all privileges, profits, advantages, payments and sums of money therefrom or thereunder arising, accruing or payable, and doth hereby release and discharge the said party of the second part and their successors, of and from all the covenants and agreements in the said Articles to be by them done and performed. And the said party of the second part in consideration of the premises and of the said surrender, doth hereby accept the same, and from the further performance of the said Agreement and the covenants therein, both hereby acquit, discharge, and release the said party of first part, his Executors and Administrators. In witness whereof, the said Thomas Maxwell, by Thomas Kirkpatrick, his Attorney, duly authorized by power of Attorney hereto annexed, hath set his hand and seal, and the said Commissioners acting as aforesaid, have hereunto signed their names, and affixed their Seal of Office at Quebec, on the day and year first aforesaid.

(Signed,) THOMAS MAXWELL, [L.S.]
 by his Attorney,
 THOMAS KIRKPATRICK, [L.S.]

Signed and Sealed in the presence of
 (Signed,) THOMAS A. BEGLY,
 " J. W. HARPER.

(Signed,) HAMILTON H. KILLALY. { Seal
 of
 Dept. }

(Signed,) THOMAS A. BEGLY,
 Secretary, Public Works.

Witnesses to the Signature of the Honorable H. H. Killaly, and Counter-signature of the Secretary of Public Works.

(Signed,) J. W. HARPER,
 " J. GUY.

No. 62.

(Copy.)

KINGSTON, February 12th, 1855.

REPLY to the PROTESTS received from GEORGE PLATT, Esquire, TUG-LINE SUPERINTENDENT for the UPPER ST. LAWRENCE, during the season 1854, viz. :—

No. 1.—CHARGE BY SUPERINTENDENT.

Steamer "America" taken off her station and appeared at Lachine Canal, towing Barge "Cataraqui," on 12th May last.

And against Steamer "Canada" No. 2, for only making one trip instead of two.

REPLY.

Lachine Canal opened on 12th May, a number of vessels entered in that Canal, and the immense number of vessels downward, it was deemed necessary to send one extra Steam Tug to facilitate on that Station.

Canada number two made only one trip on account of heavy gale wind on the 12th May.

No. 2.—CHARGE OF SUPERINTENDENT.

Steamer "Gildersleeve" brought through Beauharnois Canal on or about 19th May last, and continued her on station between Beauharnois and Lachine, and having only made one trip on the 10th June instead of two.

"Canada" number two having left her station on the 6th instant month, passed through Beauharnois Canal and others, did carry live cattle as freight to Lachine.

REPLY.

Steamer "Gildersleeve's" station was supplied by Steamer "America," "Canada" number two having been found incapable of performing the service, "Canada" number two then became an extra boat, and not belonging to the Contract, was put to over special service, and did carry freight and tow vessels or other craft when offered, therefore the trade could not suffer loss by the change.

No. 3.—CHARGE BY SUPERINTENDENT.

Steamer "Traveller" left her station and proceeded to Toronto, and on the 10th instant June last, take a raft in tow, and towed it to Prescott, and on the 15th month June last, took little "Canada" or "Canada" number two, off her station between Lachine and Beauharnois Canal, and carry forty head of live cattle from Cornwall; and did, on 6th instant, permit the Steamer between Lachine and Beauharnois Canal to make only one trip instead of two; and on the 17th June last, refused to allow "Canada" number one to be properly repaired as required by her Captain, and on the same day did send the Steamer "Traveller" off her station, and did take in tow three schooners from Ogdensburg, in addition to vessels taken from Prescott, thereby causing delay.

REPLY.

Steamer "Traveller" did leave her station on 10th June last, and proceeded to Toronto, towed raft from there to Prescott, but her station was supplied by Steamer "John Counter" of one hundred and fifty horse power; the "Canada" number two was not taken off her station 10th same month, as the Steamer "Gildersleeve" was on her station, she being an extra boat; the "Gildersleeve" only made one trip on 6th June last, on account of thick foggy weather, did not refuse to allow "Canada" number one to be repaired, being only an excuse of the Engineer, when required she was put in repair. On 17th June, "Traveller" did take three

schooners in tow from Ogdensburg, same vessels had been previously towed from Montreal light and left there to load cargo, therefore we were bound to tow them.

No. 4.—CHARGE BY SUPERINTENDENT.

On 20th day month July last, speaking to Mr. Phillip, clerk, Montreal Office, that Thomas Maxwell has on several occasions overcharged parties on the tariff rates, viz. :—John Henchard, on four Barges, Two pounds five shillings; and that a preference is shewn to Schooner over wood Barge. And that on the 17th day month of June, the Barges “William” and “Wundan” were taken in tow with six or eight other wood Barges, and that they were all cast off, and obliged to hire Steamer “Iroquois” to tow them to Beauharnois.

REPLY.

The Barges “William” and “Wundan” were charged same rate as paid by them the year previous, preference had always been given to Merchant vessels until receipt of number Four protest, not afterwards. The tow taken on 17th June last was cast off on account of a heavy gale of wind; Tug after casting them off proceeded to Beauharnois Canal for down tow, and on her return would have taken these barges in tow had they remained, their towage money was refunded.

No. 5.—CHARGE BY SUPERINTENDENT.

On the 14th day of the present month July last, the Steamer “Canada,” number two, off her station between Lachine and Beauharnois, and took in tow a raft from Long Island; and did take off the Steamer “Traveller” off her station, and allowed her to tow a raft from Belleville to Oswego, and prior to the 14th of the present month of July, permitted his clerks to make returns of time permits, not being properly filled up, and thereby preventing the Superintendent making his returns, and causing thereby great loss of time and &c., &c.

REPLY.

Steamer “Canada,” number two, was not one of the Tug-line Steam Tugs in 1854, being extra Tug and used as such. “Traveller” was taken off her station, and towed Raft from Belleville to Oswego, while absent, Steamer “John Counter” took her place, passes were returned to Superintendent as received from Tug Steamers and Masters of vessels, as neither I nor my clerks had power to make any alterations.

No. 6.—CHARGE BY SUPERINTENDENT.

Station between Beauharnois Canal and Cornwall, the Tug did not make any trip on the 4th of September last, and that the Steam Tug did on the 6th September take too large a tow, although named by the Superintendent of the Tug-line, and did not reach Cornwall Canal in time to avoid the dreadful storm which then occurred, and by being so improperly delayed was caught in, being unable, from over tow, to head or make headway against said storm; was with one of said vessels driven ashore, and delayed with the whole tow till 8th September, when Steamer “Charlevoix” took the whole tow in tow, and that I did allow Steamer “Charlevoix” to leave her station to tow or jerk off the grounded Steam Tug, and causes delay to vessel while off her station, instead of getting other Steamboat, and to supply the place of the grounded Tug. And that the Steam Tug “Gildersleeve” was on the 12th September, and on many days previously off her station, and that on the 12th of September, and many days previous, acting as the Tug between Lachine and Beauharnois Canal, made only one trip instead of two, and that Steam Tug “Traveller” was on the 13th of September off her station.

REPLY.

The Tug between Cornwall and Beauharnois only made one trip on the fourth of September, owing to a long gale of wind from South West; upon the sixth of September she only took such tow as her Captain considered proper, and would have had no trouble in towing it to Cornwall Canal had she not been in said storm: Tug "Charlevoix" left her station to take her, both Mail and American Steamers tried to jerk grounded Tug off, and the Steamer "John Counter," she broke all her lines, but all failed till "Charlevoix" went to her, when a change of wind raised the water, and she got her off, no other Tug could be obtained, so we sent "Charlevoix." No tow of vessels was delayed as the "Charlevoix" was laying over for up tow at Dickinson's Landing. The "Gildersleeve" was off her station getting repaired, in Gates Dry Dock. "Canada" number two supplied her place—Superintendent was advised of the change,—and only made one trip instead of two, on account of Stormy weather. The Tug "Traveller" was off her station in consequence of getting aground on the night of the thirteenth of September last.

No. 7.—CHARGE OF SUPERINTENDENT.

Personally went to the office of the Provincial Tug Line office in Montreal, being and speaking to Captain Jones, that on the down trip of the Barge "Minna," belonging to H. Jones and Co., was detained twenty-four hours at foot of Cornwall Canal for want of a Tug, and that application was made to the Captain of the Tug by Master of the Barge "Minna," reason alleged for delay was that there was but one barge, would not be worth while making the trip.

REPLY.

The Barge "Minna" was not detained twenty-four hours, she arrived in the afternoon, the Tug being then on her upward trip, when the Tug arrived the Captain offered to go out, but owing to thick weather the Barge Captain preferred remaining where he was. The Tug Captain had instructions to make one trip daily, whether tow or not, and he never stated to the Barge Captain that it would not pay to make a trip with one Barge.

No. 8.—CHARGE BY SUPERINTENDENT.

Because that on the twentieth day of September, John Jeomar, Captain and owner of the Barge "Malride," arrived at Lachine Tug station on the night of the 19th, notified the Captain of Steamer "Gildersleeve" of his being ready to tow, and that on the morning of the 20th, stated that his tow line was ready, and he ready to pay towage, and that the Tug left him and his barge behind, and gave preference to the Barge "Berre," which had arrived at Tug-station on the 20th, and because the barge "Mary," owned by John Evans, was also left behind at same time, and because Barge twenty-one, belonging to the Grand Trunk Company, Captain Vincent Auger, on her down trip from Beauharnois Canal to Lachine, was charged eight dollars, and that on reference by the Superintendent, was found to be an overcharge, according to tariff.

REPLY.

The Barge "Malride" was left behind in consequence of the Tug having a heavy tow engaged previous to her arrival. The Barge "Berre" had no preference, she was taken in tow because her Captain had arranged her so that the other vessels arranged to be towed were not inconvenienced by the arrangement; had the Captain of the Barge "Malride" taken up the position of the Boom, she would have been taken in tow. The Barge "Mary" was left behind on account of the Tug having a large tow. Barge number twenty-one was not overcharged, towages done for the Grand Trunk Railway Company were charged to them and paid

monthly, by Captain Ryan; had an overcharge been made it would have been corrected previous to the account being paid, as Captain Ryan stated to the writer that he enquired of the Captain of the Barge twenty-one, and he was informed by him that he did not know what sum had been charged for towage of his barge.

No. 9.—CHARGE BY SUPERINTENDENT.

Permitted Tug between Beauharnois Canal and Lachine, to make only one trip per day from the 30th of October to fourth of November, both days inclusive; and on the fifth, sixth, and seventh days of the present month of November, one and half trip per diem; and on the eighth, ninth, and tenth and eleventh days of the said present month, inclusive, only one trip per diem instead of two trips; and on or about the second day of the present month of November, did not procure a Steam Tug to supply the place of the Tug on the station between Beauharnois Canal and Cornwall, which was then aground, and by detaining Schooner "Welland," Barge "Fortitude," and others, and about the seventh, eighth, and ninth days of November instant, did not procure a Steam Tug to supply the place of the Tug on that station, between Beauharnois Canal and Cornwall, then having her engine, and being otherwise out of order, and causing detention to the Barge "Carrier Dove," and "Elk," and other vessels.

In that I have neglected, although requested to send in to the Superintendent of the Tug line, any returns of time-bills for the month of October, contrary to usual practice in such case, and causing thereby great loss and inconvenience to the trade and prosperity of the Province of Canada.

REPLY.

Tug Steamer on Station between Beauharnois Canal and Lachine, only made one trip per diem, from 30th October to the 4th day of November, in consequence of stormy weather; and on the fifth, sixth and seventh, one and half trip per diem from the same cause; and on the eighth, ninth, tenth and eleventh days of said month of November, from the cause, on or about the second day of the month of November, did not procure a Tug, because the one on the Station between Beauharnois and Cornwall, was only aground for a few hours, the Steamer Huron having taken her off, thereby causing no delay to Schooner Welland and barges Fortitude, and others. The Engine of said Tug on this Station was broke, and had to remain at head of Beauharnois Canal, till the Engineer went down to foot of Canal and had the broken part repaired, which caused only a few hours loss of time, and in both instances the Tug was in readiness to resume her trip quicker than another Tug could have been provided to supply her place.

With regard to Time-bills, the delay in sending the bills to the Superintendent, was caused by the absence from home of the Contractor, being at Quebec, endeavoring to raise funds from the Commissioners of Public Works due in October. Upon his return, those Time-bills were sent to the Superintendent.

No. 10.—CHARGE BY SUPERINTENDENT.

The Tug between Lachine and Beauharnois Canals should have made two trips instead of one, and on the following days from the ninth to sixteenth of October last past, both days inclusive, only one trip was made; on the seventeenth and eighteenth of said month, only one and half trip daily; and on and from the 9th to the 29th of said month of October, only one trip, both days inclusive, having been made daily.

REPLY.

The Tug station between Lachine and Beauharnois Canal always made two trips daily, except when prevented by stormy or foggy weather, or from some cause on which the Captain in charge had no control.

No. 11.—CHARGE BY SUPERINTENDENT.

That the Contractor did permit the Steam-Tug on the station between Lachine and Beauharnois Canal, to make only the following trips, on the several days hereinafter mentioned:—on the thirteenth, fourteenth, and fifteenth days of the month of November now last past, one trip; and a half trip on the sixteenth of same month; and one trip per diem on the seventeenth, eighteenth, nineteenth, twentieth, twenty-first, twenty-third, twenty-fourth, twenty-fifth, and twenty-sixth days of same month of November, instead of two trips per diem.

That the Contractor did permit the Steam Tug on the station between Lachine and Beauharnois Canal, to make no trips whatever between the said places, on the twelfth, twenty-second, and twenty-seventh days of the said month of November, instead of two trips daily; and that on the twenty-seventh day of November, the said Steam Tug was taken off her station, and replaced by "Canada" number two, contrary to the eighth clause of said Contract; and that on the twenty-eighth, twenty-ninth, and thirtieth days of said month of November, the said Steam Tug "Canada" number two, on station between Lachine and Beauharnois Canal, only made one trip instead of two trips per diem, as required by clause nine of the Contract.

REPLY TO No. 11.

The Tug Steamer stationed between Lachine and Beauharnois Canal has always made her trip except when prevented by stormy foggy weather, those days on which no trips were made was in consequence of heavy westerly winds, when no towing could have been performed. The Steam Tug "Gildersleeve" was taken off her station between Lachine and Beauharnois Canal on the 27th day of November, and "Canada," number two, supplied her place, the Tug Line Superintendent was officially notified of this change previously to its being effected. The change was made in consequence of the "Gildersleeve" requiring to undergo repairs during the winter to her boilers and machinery. The cause of "Canada" number two only making one trip instead of two trips daily, was in consequence of heavy westerly winds.

RECAPITULATION

of days in which only one trip, or one and a-half, or half, or no trip were made between Lachine and Beauharnois Canal, viz. :—

Two trips daily was made by the Tug on the station between Lachine and Beauharnois Canal, except when prevented by stormy, foggy or smoky weather, except on two days in November, could not be obtained. Thirty Sundays occurred during the running season, from 14th May, to 30th November, and on three days the Tug-Boat on the station between Lachine and Beauharnois Canal, was not required to make any trips by contract; but, notwithstanding, she made twenty-eight Sunday trips, this I trust will in some measure atone for her not making them on other days on which the Superintendent has had occasion to enter protest. You will observe by protest number eleven, that the Superintendent has protested for his not making any trip on twelfth day of November, that day falling on Sunday she was not compelled to run.

(Signed,)

THOMAS MAXWELL,
Tug-Line Contractor.

To the Honorable

COMMISSIONERS OF PUBLIC WORKS,
Quebec.

R E T U R N

To an Address from the Legislative Assembly, of the 19th ultimo, for certain information respecting Employés in the Public Departments at Head Quarters.

By Command.

GEO. ET. CARTIER,

Secretary.

SECRETARY'S OFFICE,

Quebec, 20th April, 1855.

-
- No. 1.—Executive Council Office.**
 - No. 2.—Civil Secretary's Office.**
 - No. 3.—Provincial Secretary's Office.**
 - No. 4.—Crown Law Department.**
 - No. 5.—Inspector General's Department.**
 - No. 6.—Receiver General's Office.**
 - No. 7.—Crown Lands Department.**
 - No. 8.—Bureau of Agriculture and Statistics.**
 - No. 9.—Post Office Department.**
 - No. 10.—Militia Department.**
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No. 1.

RETURN of OFFICERS of the EXECUTIVE COUNCIL OFFICE, their DUTIES, SALARIES, &c., as required by Address of the Legislative Assembly.

NAME.	TITLE.	DUTIES.	Length of Service.		Salary.	When Fixed.	Increase since January, 1854.	Pay for Extra Services.	Gratuity of 25 per cent on Salary in 1854.		Total received by each from 1st January, 1854, to 31st March, 1855.	
			In Office.	In other Departs.					£	s.	£	s.
William H. Lee.....	Clerk, Executive Council.....	In attendance on Executive Council, takes minutes of proceedings, &c., &c.....	34	.....	500	November 23, 1853..	none..	none..	125	0	750	0
William A. Himsworth..	Confidential Clerk.	Drafting minutes in Council, &c.....	11½	.....	400	April 17, 1855..	100	do ..	75	0	475	0
Moore A. Higgins.....	Clerk.....	Preparation and entry of money-warrants, &c ..	1	16	250	May 29, 1854..	80	do ..	62	10	335	0
Flavien Valleraud.....	do	Entering Orders in Council, in State Book, &c ..	12	.....	250	do do ..	25	do ..	62	10	375	0
Olivier Côté	do	Copying Orders in Council, in charge of Sessional Papers, and assists in drafting Orders in Council on Land matters, &c.....	10	.....	250	do do ..	25	do ..	62	10	375	0
Thomas Burn	Extra Clerk.....	Entering Orders in Council in Land Book, General Copying Clerk ..	9	.....	10s. per diem.	June 22, 1853..	none..	do ..	45	12	273	15
Frederick H. Himsworth.	do	Enters Orders in Council Account Book, General Copying Clerk ..	8	.....	10s. per diem.	do do ..	do ..	do ..	45	12	273	15
Michael Naughten.....	Door-keeper	Duties indicated by name of office.....	15	.....	75	April 18, 1845..	do ..	do ..	18	15	112	10
James Ryan	Messenger	do do do ..	1	6	75	March 14, 1853..	do ..	do ..	18	15	112	10

EXECUTIVE COUNCIL OFFICE, 20th April, 1855.

WM. H. LEE, C.E.C.

No. 2.

RETURN from the CIVIL SECRETARY'S OFFICE, shewing NAMES, TITLES, SALARIES, &c., as called for by Address of the Honorable the Legislative Assembly, dated 19th March, 1855.

TITLE.	NAME.	Nature of Duties Performed.	Length of Service.	Present Salary, Currency.		Amount received for Extra Services.	In 1854 an allowance of £25 per cent on Salaries was given by Government on account of increased expenses of living.		
				£	s. d.		£	s.	d.
Civil Secretary.	Viscount Bury.	The nature of the duties performed in this Office is explained in the evidence given by Colonel Bruce, in 1850, before a Select Committee of the House of Assembly. See 1st and 2nd Report on Public Income and Expenditure, page 38 .....	.....	750	0	0	69	8	10
Chief Clerk ..	H. Cotton		18 years..	350	0	0	55	11	1
2nd Clerk.....	W. R. Bartlett.		18 do ..	280	0	0	20	16	4
Office Keeper..	P. St. Hill.....		23 do ..	* 88	6	8	18	15	0
Messenger	G. Bozall		8 do ..	75	0	0			

NOTE.—These Salaries were fixed at the date of the Union, since which time the services of a third Clerk have been discontinued, and the salary of £175 currency, per annum, has been a saving to the Public Chest.
 * From 4th November, 1849, receives an allowance of £16 13s. 4d., annually, for addition to the Salary of £83 6s. 8d., borne on the Civil List.

BURY,
 Civil Secretary.

CIVIL SECRETARY'S OFFICE,
 Quebec, 4th April, 1855.

No.

STATEMENT shewing the NAMES, TITLES, or POSITIONS, DUTIES, of the PROVINCIAL SECRETARY'S DEPARTMENT, as called for by Ad-

NAME.	Title or Position.	Nature of Duties.	Length of Service.	Salary.		
				£	s.	d.
Hon. G. E. Cartier ..	Provincial Secretary.	Head of Department	2 months ..	800	0	0
E. Parent.....	Assistant do L.C.	General Superintendent of Lower Canada Branch	10½ years..	600	0	0
E. A. Meredith	Assistant do U.C.	Do of Upper Canada Branch.	8 years..	500	0	0
T. D. Harington	Chief Clerk of Office, in charge of Engrossing Department	Do of Engrossing Department for Upper and Lower Canada; Paymaster of Contingent Expenses of Public Departments; receiver of Marriage License and Appointment Fees.....	22½ years..	400	0	0
Grant Powell	1st Clerk (West)....	All necessary duties connected with correspondence, &c., relating to Upper Canada	16 years..	350	0	0
H. E. Steele.....	2nd do do		18½ years..	225	0	0
C. J. Birch	3rd do do	Engrossing Great and Privy Seal Documents, (Upper Canada)	18 years..	175	0	0
Thomas Ross	1st Clerk (East)....	Engrossing Great and Privy Seal, Commissions, &c., (Lower Canada).....	16 years..	222	4	4

3.

LENGTH of SERVICE, SALARIES, &c., of the OFFICERS and CLERKS dress of the Honorable the Legislative Assembly, dated 19th March, 1855.

When present Salary fixed.	Increase of Salary since Date of Appointment.			Extra Services or Bonus.	Total received between the 1st January, 1854, and 31st March, 1855.				
	Period.	Amount.	Total.		15 months.				
	£	s.	d.	£	s.	d.	£	s.	d.
January 1, 1852 ..				No extras..	142	4	5		
October 1, 1844 ..	{ Appointed October, 1842 £444 4 4 } { Increased January, 1844 666 6 6 } { Reduced, October, 1844 600 0 0 }			150	0	0	900	0	0
May 21, 1847 ..				125	0	0	750	0	0
January 1, 1854 ..	{ Commenced 1st November, 1832, at 5s. per day; 1833, £100 per annum; 1834, £125 per annum; 1836, £175 per annum; 1837, £200 per annum; 1839, £300 per annum. Since the Union, in addition to salary, £100 per annum from Marriage License Fund, and 5 per cent on fees received, say £30 to £50. From 1st January, 1854, income slightly reduced and fixed at £400 in lieu of per centage			100	0	0	600	0	0
January 1, 1854 ..	{ Appointed, May, 1839. £175 0 0 } { do Feby., 1841. 222 4 4 } { do Jany., 1853. 275 0 0 } { do do 1854. 350 0 0 } £175 0 0			87	10	0	525	0	0
January 1, 1854 ..	{ Appointed, Augt., 1841. £111 2 2 } { do June, 1842.. 175 0 0 } { do Jany., 1853.. 200 0 0 } { do do 1854.. 225 0 0 } 118 17 10			56	5	0	327	10	0
August 1, 1845 ..	{ None.—Has applied to the Government for relief by increase. } { First three years paid by the day, at the above rate			43	15	0	262	10	0
January 1842 ..	{ Appointed, Nov., 1839, at 5s. 6d. per diem. } { do Feb., 1841.. £175 0 0 } { do Jany., 1842.. 222 4 0 } 122 4 4			55	11	1	333	6	6

No. 3.—

STATEMENT shewing the NAMES, TITLES, or POSITIONS, DUTIES, of the PROVINCIAL SECRE-

NAME.	Title or Position.	Nature of Duties.	Length of Service.	Salary.		
				£	s.	d.
H. Jarmy	2nd Clerk, (East)	All necessary duties connected with correspondence, &c., relating to Lower Canada	13½ years..	275	0	0
W. H. Jones	3rd do do		13½ years..	200	0	0
A. R. Roche	4th do do		12½ years..	175	0	0
S Têtu	5th do do		11 years..	250	0	0
G. S. Bertrand	Extra do do, but paid from the Estimates		1½ years..	125	0	0
John Gow	Messenger, 1829 to 1841. Do. and Office keeper since		26 years..	83	6	8
James Dorr	Messenger		8 years..	75	0	0
J. N. Fradet	do		2½ years..	75	0	0

PROVINCIAL SECRETARY'S OFFICE,
Quebec, 2nd April, 1855.

—(Continued.)

LENGTH of SERVICE, SALARIES, &c., of the OFFICERS and CLERKS TARY'S DEPARTMENT, &c.—(Continued.)

When present Salary fixed.	Increase of Salary since date of appointment.						Extra Services or Bonus.	Total received between the 1st January, 1854, & 31st March, 1855. — 15 months.					
	Period.	Amount.			Total.								
		£	s.	d.	£	s.			d.				
January, 1, 1854..	{	Appointed, Jany., 1842.	£222	4	4	} No extras.	412	10	0				
		do do 1853.	250	0	0								
		do do 1854.	275	0	0								
			£52 15 8										
do do, do ..	{	Appointed, June, 1842.	£111	2	2	} 50 0 0	800	0	0				
		do Oct., do	175	0	0								
		do Jany., 1854.	200	0	0								
			£88 17 10										
April 1, 1844..	{	Appointed, June, 1842,	at 5s. per day.....			} 48 15 0	262	10	0				
		do April, 1844.	£175	0	0								
			£83 15 0										
January 1, 1854..	{	Appointed, April, 1844.	£175	0	0	} 62 10 0	875	0	0				
		do Jany., 1853.	225	0	0								
		do do 1854.	250	0	0								
			£ 75 0 0										
October 6, 1853..		None.....						31	5	0	187	10	0
February 10, 1841..	{	Appointed, March, 1829.	£ 33	6	8	} 20 16 8	125	0	0				
		do Feby., 1841.	83	6	8								
			£ 50 0 0										
January 1, 1852..	{	Appointed, April, 1847.	£ 66	0	0	} 18 15 0	112	10	0				
		do Jany., 1852.	75	0	0								
			£ 9 0 0										
December 14, 1853..	{	Appointed, May, 1852.	£ 66	0	0	} .....	.....	.....	.....	
		do Dec., 1853.	75	0	0								
			£ 9 0 0										

GEO. ET. CARTIER,
Secretary.

STATEMENT shewing the NAMES, TITLES or POSITIONS, DUTIES, of the PROVINCIAL REGISTRAR'S DEPARTMENT, as called for by Ad-

N A M E.	Title or Position.	Nature of Duties.	Length of Service.	Salary.		
				£	s.	d.
Thomas Amiot	Clerk of the Crown in Chancery for Lower Canada, 26th November, 1834. Do for the Province of Canada, 13th February, 1841. Do of the District Court for the District of St. Thomas in Lower Canada, 28th December, 1841. French Translator, 17th December 1844. Deputy Registrar. Supervision of the Department	20 years } and 4 months.	350	0	0	
William Kent	1st Clerk	The performance of the general duties of the Department, which are too numerous to particularize.	17 years } and 1 month.	250	0	0
George H. Lane	2nd do			17 years ..	250	0	0
A. Bélanger	Extra do	Engaged wholly in copying French Edicts and Ordinances	2½ years ..	200	0	0
John Bélanger	do (temporary) ..			7s 6d p. y		
M. Valiquette	Messenger	General Duties	4½ years ..	75	0	0
do	.....	For taking general charge of the Office, and cleaning the same.	3 years	18	0	0

* This is an annual allowance made by the Government as a remuneration for superintending the finished. It forms no part of my income as Deputy Registrar.

PROVINCIAL REGISTRAR'S OFFICE,
Quebec, 12th April, 1855

LENGTH of SERVICE, SALARIES, &c., of the OFFICERS and CLERKS dress of the Honorable the Legislative Assembly, dated 19th March, 1855.

When present Salary fixed.	Increase since date of appointment.			Extra Services or Bonus.	Total amount between 1st January, 1854, & 31st March, 1855.					
	Period.	Amount.			Total.					
		£	s.	d.	£	s.	d.	£	s.	d.
January 7, 1851..	1st May. 1853.....	* 50	0	0	50	0	0	87	10	0
July 1, 1847	Appointed, 2nd March, 1838... 2nd February, 1841. 9th May, 1842 1st July, 1847	175	0	0	194	8	8	222	4	4
		250	0	0	75	0	0	62	10	0
January 1, 1854	Appointed, 1st April, 1838.... 2nd February, 1841. 1st January, 1853.. 1st January, 1854..	60	0	0	194	8	8	200	0	0
		250	0	0	190	0	0	62	10	0
January 1, 1854	Appointed, 17th Sepr., 1852.. 1st January, 1854..	150	0	0	50	0	0	50	0	0
December 10, 1853	.....								
September 20, 1851	Appointed, 20th Sepr., 1850.. 20th do 1851..	66	0	0	75	0	0	9	0	0
January, 1852..	.....							18	15	0
								112	10	0
								22	10	0
								185	0	0

copying and Printing the French Edicts and Ordinances; and to cease again when that work is

THOS. AMIOT,
Deputy Registrar.

No. 4.

CROWN LAW DEPARTMENT.

Names of Officers.	Title.	Nature of Duties.	Length of Service.	Salary.	When fixed.	Increase.	Extra Services.	Total Receipts since appointment.	Remarks.
(I) George Futvoye (Advocate) ...	(II) Permanent Clerk of Law Department. ...	(III) { To assist the Crown Law Officers generally in all matters connected with the Department. }	(IV) In this Department, since May 2, 1851..	(V) £400..	(VI) { At £300 by Civil List of 1847 ; and £400 at since 1st Jan., 1853, by O.C. .. }	(VII) Vide preceding column. Bonus of 25 per cent. in 1854. None ...	(VIII)	(IX) As shown in column 6	By an Order in Council of the 18th December, 1852, a sum of £170 per annum is placed at the disposal of each Attorney General for the payment of additional Clerks. The present <i>employes</i> are— Geo. Baby, in office of Attorney General for L.C. R. A. Harrison, in office of Attorney General for U.C.

CROWN LAW DEPARTMENT,
Quebec, April 20th, 1855.

No. 4.—*Continued.***R E T U R N**

THE CROWN LAW DEPARTMENT OF UPPER CANADA.

OFFICE.	TEMPORARY OR PERMANENT.	OFFICERS.	DATE OF APPOINT- MENT.	SALARY.	STATUTE ORDER IN COUNCIL OR OTHER AUTHORITY UNDER WHICH APPOINTMENT MADE.
1.—Attorney General ..	Permanent	Honorable John A. Macdonald	September 12, 1854..	£900 per annum...	Commission under the Great Seal.
2.—Solicitor General	do	Henry Smith, junior, Esquire	do	do	do
3.—Clerk	do	Robert A. Harrison, Esquire	October 1,	do	Order in Council.
4.—Messenger	do	Mr. Alexander Sutherland	do	do	do

JOHN A. MACDONALD.

QUEBEC, April 16th, 1855.

A SCHEDULE containing the NAMES of the OFFICERS and CLERKS of the INSPECTOR GENERAL'S DEPARTMENT, with the Title or Position, the nature of the Duties performed, the Length of Service, and the Amount of Salary enjoyed by each Individual, the period at which that Salary was fixed, and the increase, if any, which has been made in any case since the 1st January, 1853. Also the Amount which any of the said Officers or Clerks may have received for extra services from the above date to the present time, with a Column shewing the total amount received by each individual from the Public Chest within the above dates.

Names, with Title or Position.	NATURE of DUTIES PERFORMED.	Length of Services.	Amount of Salary.		Period at which such Salary was fixed, and increase, if any, since January, 1853.	Amount received for Extra Services.		Total amount received from the Public Chest for 1853-54.	
			£	s. d.		£	s. d.	£	s. d.
Joseph Cary, Deputy Inspector General.	To audit accounts of Revenue and Expenditure, to Report thereon to the Governor in Council, to Report on all References from the Governor and Provincial Secretary, and from all other Departments, to examine and countersign all money warrants, to enter and countersign the Receiver General's checks in payment, and his Receipts in acknowledgment of deposits made in the Bank to the credit of his Department, to make up and prepare Financial Statements, to Report on the state and appointment of the Clergy Reserves and other Special Funds, and perform various other duties.	From 1805	666	13 4	1st July, 1842, and no increase since ..	none	.....	1383	6 8
William Dickinson, First Book-keeper.	To keep the Books relating to the General and Special Funds of the Province, being records of all Financial transactions stated under their								

D. A. Ross, First Clerk	several heads of Revenue and Expenditure, to prepare various accounts and statements required for the several Departments of the Executive Government and the Legislature, also keeping up Interest on Debenture Books.	From April, 1843 ..	350	0 0	January 1st, 1853, and no increase since ..	77	10 0	777	10 0
Matthew Ryan, Corresponding Clerk.	To examine accounts of Expenditure in Lower Canada, of Administration of Justice and other contingent expenditure of Public Departments in that section of the Province; accounts of Expenditure in Public Works; the Receipts and disbursements of the Crown Land Department; accounts of the Receiver General's Office, make up statements for the Legislature of Expenditure, and in checking the interest on the numerous Debentures falling due within the Province, records all orders of Council, superintends the Printing of the Public Accounts, examines the issue of the Quarterly Salary Warrants, and prepares Reports on accounts to the Executive Council.	From August, 1827.	350	0 0	January 1st, 1853, and no increase since ..	40	0 0	740	0 0
Norris Goddard, second Book-keeper.	To conduct the correspondence of the Department with Accountants in Upper Canada, to examine and prepare Reports on accounts, particularly those of expenses of Administration of Criminal Justice, Fee Fund, &c., with various other duties, including, since March, 1853, those connected with the Banking under the Act 13 & 14 Vic. cap. 21.	From 1st July, 1850, was previously Revenue Inspector, from 6th April, 1848.	350	0 0	1st January, 1853, no increase since ..	none	.....	700	0 0
	To keep Accounts of all Individual Public Accountants and Collectors of Revenue, to examine the Accounts rendered by each, to prepare all Revenue statements for the Executive and Legislature, and conduct the correspondence with the several Collectors of Revenue relating to their Accounts	May, 1845	250	0 0	1st January, 1853, no increase since ..	40	0 0	540	0 0

INSPECTOR GENERAL'S DEPARTMENT.—(Continued.)

Names, with Title or Position.	NATURE of DUTIES PERFORMED.	Length of Services.	Amount of Salary.		Period at which such Salary was fixed, and increase, if any, since January, 1853.	Amount received for extra services.		Total amount received from Public Chest, for 1853, and 1854.	
			£	s. d.		£	s. d.	£	s. d.
John Drysdale, second Clerk	Assisting the 1st Book-keeper in checking his Books and compiling statements, in the examination of the Board of Works, Crown Lands, Sheriffs and other Accounts of the administration of Criminal Justice in Lower Canada, Posts up the Appropriation Book, assists in preparing the annual Public Accounts, keeps Registers of Debentures, and records the proceedings of the Committee appointed to cancel and destroy Debentures redeemed by the Receiver General, and various other duties	1st February, 1848, previously employed in Crown Lands Office from October, 1842	225	0 0	1st January, 1853, no increase since	40	0 0	490	0 0
Archibald Cary, third Clerk	To keep Warrant, Letter and Report Books, a Register of Letters received, to keep and endorse the Accounts of Accountants of both sections of the Province, the Duplicates of all Money Warrants paid by the Honorable Receiver General, and the Orders upon which almost all Money Warrants are issued, to notify those parties (the Report upon whose accounts emanate from this office) of the issue of their Warrants, furnishing them at the same time with a memorandum of any deductions which may have been made from their accounts. To make fair copies of any Reports, Statements, and Letters that may be required, and assisting in preparing the Public Accounts of each year.	1st February, 1848.	175	0 0	1st January, 1853, no increase since	20	0 0	370	0 0

W. C. Crofton, Compiler of Blue Book.	Compiles the Blue Book and signs the notes issued by the Bank of British North America, under the Free Banking Act	From 14th November, 1846	275	0 0	1st January, 1853, no increase since ..	40	0 0	590	0 0
Christopher Green, Extra Clerk.	To examine and check Accounts	From December 13th, 1854	10s per diem		do do ..	none			
John A. Kavanagh ..	do do ..	February 3rd, 1855.	do		do do ..	none			
G. S. Scott	do do ..	February 16th, 1855.	do		do do ..	none			
David Ryan, House-keeper & Messenger.	To keep Offices, and Messenger	1st January, 1853, & in Council Office, 1st May, 1842	88	6 8	1st January, 1853 ..	none		166	13 4

WILLIAM DICKINSON,
Acting Deputy Inspector General.

INSPECTOR GENERAL'S OFFICE,
Quebec, 20th April, 1855.

SCHEDULE containing the NAMES of the OFFICERS of the CUSTOMS and Positions, the nature of the Duties Performed, Length of Service, Salary was fixed, and the increase, if any, which has been made in any Officers or Clerks may have received for extra services from the above each individual from the Public Chest within the above dates.

NAMES.	OFFICE.	NATURE OF DUTIES PERFORMED.
* R. S. M. Bouchette	Commissioner of Customs.....	The duties of the Office are of a very multiplied character, as controlling under the Inspector General the whole of the administration of the Customs, Canal, and Excise Branches of the Provincial Revenue; the management through Departmental instructions of 85 Ports of Entry, with an aggregate staff of upwards of 400 Officers involving probably a correspondence as large if not larger than any Department under the Government, except the General Post Office—besides the preparation under his direction of the Trade and Navigation tables, annually laid before Parliament, and of other statements for the Head of the Department, and the Government in the course of the year. The incidental and detailed duties are also very numerous, and may be omitted in this summary description
A. S. Menzies	1st Clerk	Corresponding and recording Clerk, with all the incidental duties attached to the recording of a large Correspondence, and the keeping and indexing of the Books, and of documents exceeding 24,000 in number
H. H. Duffill	2nd Clerk, (Canal Returns)	To complete the tolls and otherwise verify the correctness of the duty performed at each Canal Office, to make monthly comparative Statements, and at the close of the year, to make up in the forms prescribed by the Department, the General Returns of the business of the Canals required for the Trade and Navigation Tables
J. R. Audy	3rd Clerk	To endorse and keep on file Reports of Seizures, and keep the Books, and prepare the orders in reference thereto, to record the Certificates of the Registry of Vessels, to keep the Ferry Book and the Establishment Book, and to take charge of the voluminous blank Forms and Books of the Customs and Canal service, and Revenue Inspectors, and to transmit those forms periodically as required, to the several Officers. Endorse letters and papers received to be recorded

* Since the establishment of the Office to the present time the duties have increased four fold

—(Continued.)

DEPARTMENT of the INSPECTOR GENERAL'S OFFICE, with the Title and the Amount of Salary enjoyed by each individual; the period at which that case since the date of their appointment; also, the amount which any of the said date to the present time, with a column shewing the total amount received by

Amount of Salary at present enjoyed.			Increase made since first appointed to present office.			Period at which present Salary was fixed.	Amount received for extra services since first appointment.			Received by way of Bonus from same period.			Total amount received by each individual from Public Monies.			Length of Service since first appointment under Government.	Length of Service in present Office.
£	s.	d.	£	s.	d.		£	s.	d.	£	s.	d.	£	s.	d.		
500	0	0	Nil	.....	1849..	Nil	.....	125	0	0	.....	.....	.....	.....	7 years.	4 years.
250	0	0	75	0	0	1853..	Nil	.....	62	10	0	.....	.....	.....	11 years.	10 years.
200	0	0	50	0	0	1853..	Nil	.....	50	0	0	.....	.....	.....	9 years.	7 years.
250	0	0	67	10	0	1853..	Nil	.....	62	10	0	.....	.....	.....	7 years.	6 years.

whilst the Salary has been reduced from £666 to £500.

SCHEDULE containing the NAMES of the OFFICERS of the CUSTOMS and Position, the Nature of the Duties Performed, Length of Service, and

NAMES.	OFFICE.	NATURE OF DUTIES PERFORMED.
J. A. Green.	} Check Clerks....	} Their duty is to examine and verify the entries of Goods made at the 85 Ports of Entry of the Province, exceeding in the aggregate 180,000 in number, recording the several monthly, quarterly, and annual Returns, general and special, of imports and exports sent to the Department from each of the 85 Ports of the Province, from which it is the duty of Mr. Green one of them, to compile the Trade and Navigation Tables annually laid before Parliament, besides the preparation of such Statements as may from time to time be called for
J. M. Muckle		
P. M. Peachy.....		

INSPECTOR GENERAL'S OFFICE,
CUSTOMS DEPARTMENT,
Quebec, March, 1855.

DEPARTMENT of the INSPECTOR GENERAL'S OFFICE, with the Title the Amount of Salary enjoyed by each individual, &c.—(Continued.)

Amount of Salary at present enjoyed.			Increase made since first appointed to present Office.			Period at which present Salary was fixed.	Amount received for extra services since first appointment.			Received by way of bonus, from same period.			Total amount received by each individual from public monies.			Length of Service since first appointment under Government.	Length of Service in present Office.
£	s.	d.	£	s.	d.		£	s.	d.	£	s.	d.	£	s.	d.		
250	0	0	100	0	0	1853..	Nil	.....	87	10	0	.....	.....	5 years.	5 years.
250	0	0	100	0	0	1853 .	Nil	.....	100	0	0	.....	.....	3 years.	3 years.
10s.	p.	day.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

R. S. M. BOUCHETTE,
Commissioner of Customs.

No.

STATEMENT shewing the TITLES, NAMES, LENGTH of SERVICE, &c.,
MENT, from 1st January, 1854, to 31st March, 1855, as called

NAME.	Title or Position.	Nature of Duties.	Length of Service.		Present Salary.		
			Other Departments.	R. Gen'l's Department.	£	s.	d.
E. P. Taché.....	Receiver General.....			5½ years.	1000	0	0
C. E. Anderson ..	Deputy Receiver General.....	General Superintendence of the Department.....	1½ years.	7½ years.	400	0	0
J. Dufort.....	Book-keeper	Book-Keeper		6½ years.	350	0	0
J. B. Stanton	2nd Clerk	Charge of Warrants and Cash Receipts	7 years.	7 years.	225	0	0
G. C. Reiffenstein.	3rd do	Provincial Debenture Accounts and Payment of Interest Dividends		7½ years.	250	0	0
William Hedge ..	Clerk	Cash Payments and Bank Account		7½ years.	225	0	0
J. F. Pellant.....	do	General.....		5½ years.	200	0	0
Charles Selby	do	do		2½ years.	150	0	0
L. F. Dufresne ..	do	Municipal Debenture Account.....		2½ years.	200	0	0
Charles Shay	do	General.....	6 years.	1½ years.	10s.	p.	diem
F. Casault	Messenger.....	Messenger.....		1½ years.	75	0	0

RECEIVER GENERAL'S DEPARTMENT,
Quebec, 31st March, 1855.

6.

of the OFFICERS and CLERKS of the RECEIVER GENERAL'S DEPARTMENT by Address of the Honorable the Legislative Assembly.

When Fixed.	Increase since date of appointment.			Total Increase.	Extra Services and Bonus.	Total received between 1st January, 1854, & 31st March, 1855.
	Period.	Amount.				
November 29, 1849 } January 1, 1852 }						1000 0 0
December 8, 1848. {	October 1, 1848 ..	25	0	0	175 0 0	100 0 0
	December 8, do ..	150	0	0		
January 1, 1853.. {	September 1, 1852 ..	50	0	0	100 0 0	87 10 0
	January 1, 1853 ..	50	0	0		
February 1, 1848..		none			none	56 5 0
January 1, 1853.. {	June 1, 1852 ..	42	10	0	67 10 0	440 0 0
	January 1, 1853 ..	25	0	0		
September 1, 1852..	September 1, 1852 ..	42	10	0	42 10 0	56 5 0
May 1, 1854....	May 1, 1854 ..	17	10	0	17 10 0	45 0 0
May 1, 1854.. {	May 1, 1853 ..	45	12	6	58 15 0	33 15 0
	May 1, 1854 ..	13	2	6		
July 1, 1853....	July 1, 1853 ..	50	0	0	50 0 0	50 0 0
January 1, 1854..		none			none	45 0 0
May 1, do ..						18 15 0

E. P. TACHÉ,
Receiver General.

No. 7.
CROWN LAND DEPARTMENT.

N A M E.	T I T L E.	N A T U R E of SERVICE.	D a t e s of A p p o i n t - m e n t.	A m o u n t of S a l a r y.	I n c r e a s e.	P r e s e n t S a l a r y.	A m o u n t of E x t r a P a y r e c e i v e d.	A m o u n t of G r a t u i t y r e c e i v e d.	T o t a l a m o u n t r e c e i v e d t o 1 s t M a r c h, 1 8 5 5
				£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
E. A. Genereux.	Confidential Clerk to Commissioner. *...}	Opens all communications; has charge of Colonization matters, Correspondence relative to opening of Roads and Exploration Accounts, in Lower Canada; answers semi-official correspondence, assists in the Woods and Forests Branch of the Department Reading, Registering, Endorsing, Indexing, and distributing to the East and West Branches of the Department 8,500 letters a year, with their 25,000 enclosures, noted and marked; acknowledging receipt of letters transferred to other Departments. The duties of this Office are on the increase. . .	1st November, 1849 Present appointment, January 1, 1854.....	136 10 0 } 250 0 0 }	113 10 0	250 0 0	27 2 6	97 10 0	886 5 10
John Morphy ..	Registrar †		July, 8, 1851.. January 1, 1853..	114 0 0 } 175 0 0 }	61 0 0	175 0 0	50 0 0	71 5 0	667 8 4

* November 1, 1849, attached to the Crown Land Department under Mr. Solicitor General Drummond, at 7s. 6d. per day; in 1852, transferred to the Office of the Attorney General East, at £170, per annum; 1st January, 1854, transferred to Woods and Forest Branch of the Crown Land Department. Extra service for the £27 10s. as above, was in Accountant's Branch last winter.

† For the extra pay stated, assisted in the Woods and Forest Branch of the Department from its formation during extra hours, until the appointment of Messrs. Tolmie and Genereux.

JOSEPH CAUCHON,
Commissioner.
E. A. GENEREUX.

CROWN LAND DEPARTMENT,
Quebec, 29th March, 1855.

No. 7.—(Continued.)

ACCOUNTS BRANCH,

No.	NAME.	TITLE.	D U T I E S .	Date of Appointment.	Salary.		Increase.		Salary.		Extra Pay.		Gratuity.		Amount.	
					£	s. d.	£	s. d.	£	s. d.	£	s. d.	£	s. d.	£	s. d.
	William Ford.....	Cashier and Ac- countant		April 11, 1852.	250	0 0	100	0 0	350	0 0	.....	.....	115	0 0	1112	14 2
	Jeremiah Alley ..	Assistant Ac- countant	Examining the Agents' Returns for Canada West, and conducting the correspondence connected therewith.	Feby. 7, 1848	5s. p. er diem	.....	6s3d per diem .. 7s6d do .. 150 per ann u m. 225 do ..	.....	225	0 0	35	15 0	101	5 0	1268	10 0
	Charles J. Walcot..	Clerk	Entering the Agents' Returns for Canada West in the Return Books ..	Oct. 17, 1855.	225	0 0	.....	.....	225	0 0	19	12 6	.....	.....	103	17 0
	Berkeley Powell...	do	Registering letters, entering Sales in Sales Books, &c.	Sept. 1, 1853.	150	0 0	.....	.....	150	0 0	34	2 6	52	10 0	311	12 6
	Arthur J. Taylor...	Extra Clerk	Indexing Sales of Crown, Clergy, and School Lands,	Oct. 28, 1854.	7s6d	p. diem	.....	.....	7s6d	p. diem	23	10 0	.....	.....	70	0 0

JOSEPH CAUCHON,
Commissioner.

WILLIAM FORD,
Accountant

CROWN LANDS DEPARTMENT,
Quebec, 28th March, 1855.

RETURN of OFFICERS, &c., of the SURVEYOR GENERAL'S OFFICE, with an Address of the

NAME.	TITLE.	DUTIES.	Date of appointment.	Salary at appointment.		
				£	s.	d.
William Spragge.	Chief Clerk.	General Superintendence, preparing Reports for the information of the Government, the Heir and Devisee Commission, &c; conducting correspondence with other departments, &c.; managing mining correspondence and locations; attending to personal applications relating to land claims, special reports, &c.	January 1, 1829..	125	0	0
Thomas Hector..	Clerk	General correspondence, &c.	June 17, 1839..	170	0	0
Henry John Jones	do	Describing lands for patent, preparing return of land grants annually for treasurers of Counties, under Assessment Act, &c.	November 9, 1838..	170	0	0
Frederic Thomas Roche	do	Engrossing land patents and recording the same in General Register; preparing annual return of lands patented for County Registrars; examination and registration of assignments of locations, drafting surrenders of patents, and occasional correspondence.	June 22, 1847	5s. per diem. 6s. 3d. do 22, 1847. 7s. 6d. do January, 1848. £150 1s t June, 1848. £175 1s t January, 1853.		
Frederick Alexander Hall.....	do	Entering letters and petitions in General Reference Book, entering outgoing correspondence, reports and orders in Council, copying papers relating to surveys, assisting in preparation of Returns for Legislature, &c.	Transferred from office of Provincial Secretary, 21st March, 1850	7s. 6d. p. diem. £160 1s t January, 1853. £175 1s t January, 1854.		

CROWN LANDS DEPARTMENT,
Quebec, 27th March, 1855.

—(Continued.)

BRANCH of the CROWN LAND DEPARTMENT, furnished in accordance Legislative Assembly.

Increase.	Salary at Date.			Extra Pay.	Gratuity.	Total amount.			Remarks.			
	£	s.	d.			£	s.	d.		£	s.	d.
January 1, 1832. By general act of the Legislature. September 7, 1835, by Lieutenant Governor	150	0	0									
November 9, 1840 O.C. January 1, 1847	300	0	0	400	0	0	Non e.	100 0 0 O.C. 3d Ju -ly, 1854	6801	18	10½	For 26 years and 84 days service.
O.C. November 26, 1852	375	0	0									
O.C. January 1, 1853	400	0	0									
.....	155	0	0	325	0	0	No n e.	116 0 0	3716	5	0	
.....	80	0	0	250	0	0	No n e.	77 0 0	3277	0	0	{ Government Agent from 1833 to 1838,
.....				175	0	0	12 10 0	58 0 0	1247	10	0	{ Employed in Office of Provincial Secretary, March, 1846, at 7s. 6d. per day.
.....				175	0	0	15 0 0	68 15 0	1076	5	0	{ Employed in Office of Provincial Secretary from 1st January, 1847, up to 21st March, 1850.

JOSEPH CAUCHON, *Commissioner.*
WILLIAM SPRAGGE, *Chief Clerk.*

SCHEDULE of the UPPER CANADA SURVEYING BRANCH of
Address of the

NAMES.	TITLE.	Nature of Duties.	Date of first appointment.	Amount of salary when appointed.
Andrew Russell...	Senior Surveyor and Draughtsman.	Conducting the business of the Upper Canada Branch of the Department relating to surveys and Surveyors, such as projecting surveys of the public lands and drawing up instructions to Land Surveyors for their performance, and examining their plans, field-books, diaries, and accounts, reporting on petitions, and answering letters respecting surveys,—examining candidates for admission as Provincial land surveyors—copying & compiling plans, arranging and preserving original plans, field-books, diaries, and reports of surveys, and shewing them to persons calling for information, &c.	Novr., 23, 1839..	{ 17s., a day for office work, 20s. a day for field service
Thomas Devine....	Assistant Surveyor and Draughtsman.	Assisting in the above mentioned duties, but chiefly in compiling and copying plans, &c.	July 7, 1846..	7s. 6d. a day.
Joseph Prendergast.	Clerk	Entering Correspondence, copying returns, field notes, reports, &c. registering documents received	August 1, 1851.,	6s. 3d. a day.

the CROWN LANDS DEPARTMENT, prepared
Legislative Assembly.

Increase.	Present Salary.	Amount received for Extra Services.	Gratuities.
	£ s. d.		
{ At the union of the Provinces Salary fixed at £300 a year .. January 1, 1847 £25 .. January 1, 1852 £50 ..	375 0 0	{ For Superintending the works on the Gosford road in 1842 £132 10s .. For surveying the colonization roads in the Eastern Townships & in the vicinity of Quebec, in 1853, £50. For examining Railway plans in 1854, £14 5s .. Total £196 15s	In 1853, £2 In 1854, £15.—To £118 15s
{ March 4, 1850, £33 10s .. January 1, 1853, £30 ..	200 0 0	{ £81 17s. 6d., for copying plans and examining Railway plans..	In 1853, £2 In 1854, £15 Total £37
{ January 1, 1853, £2 8s. 9d. January 1, 1854, £20 5s.	186 10 0	{ £16 15s., for copying Returns & field notes	In 1853, £2 In 1854, £33 10s.—To £59 10s

No. 7.—

CROWN LANDS

NAME	TITLE.	DUTIES.	Date of appointment.	Salary at appointment.			
				£	s.	d.	
J. C. Tarbutt ..	1st Clerk: . . .	Is in charge of all lands open for sale; answers inquiries, and conducts the Correspondence connected therewith, whether with the Agents of the Department or the public. Investigates disputes, reporting thereon to the Government if necessary, and on applications to purchase Clergy Reserves; examining into the titles upon which claims to Lots held under lease, are based; superintends the registration of Assignments from purchasers of lands, recorded under the provisions of the Land Act. Had charge of the Owen Sound settlement; and in 1848, superintended the opening and subsequently the locating of 50 acre free grants on the lines of Road opened in Upper Canada	June 21st, 1841, } Extra Clerk .. }	7s	6d	p. diem	
			17th March, 1842, } by the Governor General }	170	0	0	per annum
A. Kirkwood . . .	2nd Clerk . . .	Registers and copies letters, records Assignments, and assists Mr. Tarbutt in the general business of the Office	20th March, 1854 . . .	186	17	6	per annum

CROWN LANDS DEPARTMENT,
Quebec, March 27, 1855.

—(Continued.)

DEPARTMENT—SELLING BRANCH.

Increase.	Salary at date.			Extra Pay.			Gratuities.			Total amount received.			
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	
{ 1st January, 1847, } by O.C. 10th Sep- } { tember, 1847 . . . }	80	0	0	250	0	0	{ 13 2 6 } Preparin g re } turn s un der } { 16 Vic. cap. } 158, sec. 4, af- } ter O ffice } hour s }	90	0	0	3057	6	0
{ 1st April, 1854 } { 1st March, 1855, by } { Order in Council . . }	18	4	4	25	0	0	{ 8 15 0 } as above }	37	10	0	188	5	0

JOSEPH CAUCHON
Commissioner.

J. C. TARBUTT.

SCHEDULE of the LOWER CANADA SURVEYING

NAME.	TITLE.	NATURE OF DUTIES.	Date of Appointment.	Salary.		
				£	s.	d.
Jos. Bouchette.	Senior Surveyor and Draughtsman.—Perma- nent	Reporting on land matters as referred and registered to him.	Acting Surveyor General, 1818, and appointed Deputy Surveyor General of Lower Canada under the Great Seal in 1826, paid by the Surveyor General in fees of office, while on duty in the office.	.....	.....	.....
		Correspondence relative to land surveys, disputed claims, and in both languages.		.....	.....	.....
		Instructions for surveying Crown Lands, Queen's Domain, Jesuits' Estates, and other Crown property in Lower Canada, under order in Council, in both languages.		.....	.....	.....
		Descriptions, examining descriptions prepared for the Civil erection of Parishes, Villages, and Beach and Water lots, in both languages.		.....	.....	.....
		Projecting the plans for the survey and sub-division of Township lands, preparatory to issue instructions.		.....	.....	.....
		Compiling and directing the compilation of the general plans from actual surveys, to exhibit the organized section of Lower Canada, for Departmental use.	October, 1839.	300	0	0
		Inspection of Surveyors field books, and Returns of survey.		.....	.....	.....
		Examination of the Accounts of the Surveyors for Crown surveys, and reporting on the same.		.....	.....	.....
		Routine duties of the Department in answering all calls for information, whether personally or in writing, required by the Commissioner and other Branches of the Department, inspecting the entries in the Books, and filing Documents to be of record.		.....	.....	.....
		Examination of Candidates as Member of the Board of Examiners, to be admitted to the practice of land Surveying in L. Canada.		.....	.....	.....

BRANCH of the CROWN LANDS DEPARTMENT.

Date of Increase.	Extra Pay.			Gratuity or Advance.			Total Amount.			REMARKS.
	£	s.	d.	£	s.	d.	£	s.	d.	
.....	Preparing report and documents in reference to the boundary between Canada and New Brunswick, in 1849 and 1850.
.....	100	0	0	
.....	For construction of Census County Maps, 1852.
.....	48	0	0	
.....	Advance in 1854.
.....	93	15	0	
1st January, 1847.	375	0	0	.....	.....	.....	5243	19	8	Appointed in 1852 one of H. M. Commissioner to draw the boundary line between the Province of Canada & New Brunswick, under Imp. Act 13 & 14 Vic. cap. 65. Absent 14½ months. Paid out the disputed territory fund by Warrants. In 1853.. £466 0 0 In 1854.. 388 0 0 Total.. £854 0 0
.....	

No. 7.—

SCHEDULE of the LOWER CANADA SURVEYING BRANCH

NAME.	TITLE.	NATURE of DUTIES.	Date of Appointment.	Salary.		
				£	s.	d.
E. T. Fletcher..	Surveyor and Draughtsman,—permanent.	<p>Preparing descriptions of the bounds and limits of all tracts and Township lots, granted and sold; also, of all Townships, Parishes, and Villages, to be erected by Letters Patent or Proclamation, and generally all matters relating to territorial statistics and description.</p> <p>Drawing special plans of broken lots, in Register; preparing specifications of Townships and Villages, and also reports on routine matters and minor correspondence.</p>	Decr. 22, 1841.	7s	6d	p. diem
E. L. Morin....	Surveyor and Draughtsman,—permanent.	<p>Compiling under the direction of the Senior Surveyor to a uniform scale, general plans in sections from the Crown Surveys, returned from time to time in this office, based upon astronomical and trigonometrical data, and exhibiting as the case may be the divisional boundaries of the Crown Lands, with the adjacent Seigniories.</p> <p>Reducing and enlarging with pantograph plans of Townships, to diagram scale for erecting such Townships, Calculating areas, measurements in constructing the General plans.</p> <p>Drawing the plans of subdivision, and Townships and Villages, to accompany instructions to Surveyors.</p>	May, 1845	10s.		p. diem

—(Continued.)

of the CROWN LANDS DEPARTMENT.—(Continued.)

Date of Increase.	Extra Pay.			Gratuity or Advance.			Total Amount.			REMARKS.		
	£	s.	d.	£	s.	d.	£	s.	d.			
{ Sept., 1847....	175	0	0	74	15	0	1853			2298	5	0
{ Jan., 1, 1858..	200	0	0				1854	30	0				0
							50	0	0			
{ Sept., 1847....	175	0	0	215*	0	0	1853			1717	10	0
{ Jan., 1, 1858..	200	0	0				1854	37	10				0
							50	0	0			

* From the Committee of the Library L. A. for voyage to Europe to effect certain Historical Scientific research relating to the History of Canada.

SCHEDULE of the LOWER CANADA SURVEYING BRANCH

NAME.	TITLE.	NATURE OF DUTIES.	Date of Appointment.	Salary.		
				£	s.	d.
J. Bte. Raymond	Permanent Clerk	{ Copying in both languages, and entries in respective books in full length. Correspondence, Reports to Council, Orders in Council, instructions to Surveyors, Returns of Surveyors, <i>Procès verbaux</i> , specifications of Townships, Statements, Surveyors Accounts. Descriptions of Townships, Parishes, Villages, Water lots, keeping list of Field-books, record of Surveyors and Surveys, &c. &c. &c. }	June 1, 1851.	125	0	0
G. G. Dunlevie.	Surveyor and Draughtsman.— Temporary.....	{ Copying, Drawing, reducing, enlarging plans of surveys for general purposes, Entering in Register, Copies of plans of Beach Lots, Village Lots, Mill sites, &c. Preparing Descriptions and plans of Beach and Water lots, as predicted on the surveys made by myself, as Surveyor to the Crown Domain, making parchment Copies of the same for patent. To perform all surveys required in the Crown Domain. }	March 22, 1852.	7s6d	p.	diem
J. F. Bouchette.	Assistant Draughtsman.— Temporary	{ Copying and executing Maps for the use of the Department. }	January 9, 1854.	7s6d	p.	diem
S. P. Bauset ...	Extra Clerk.....	{ Copying Reports, <i>Procès verbaux</i> , Specification of Townships, Drawing Diagrams, filing plans and field Books, and assisting in the general labour of the Office. }	April 24, 1854.	7s6d	p.	diem

CROWN LAND OFFICE,
SURVEYING BRANCH EAST,
Quebec, 28th March, 1855.

of the CROWN LANDS DEPARTMENT.—(Continued.)

Date of Increase.	Extra Pay.			Gratuity or Advance.			Total Amount.			Remarks.		
	£	s.	d.	£	s.	d.	£	s.	d.			
{ January 1, 1853 April 1, 1854	150	0	0	1854	12	8	9	{ 1853 15 0 0 1854 40 0 0 }	486	0	5	
August 24, 1852	10s.	p.	diem	.....	.....	.....	.....	{ 1853 40 0 0 1854 46 0 0 }	594	10	0	
December, 1854	10s.	p.	diem	4	15	0	{ 1854 34 10 0 }	{ 1854 34 10 0 }	207	15	0	
.....	.....	.....	.....	6	2	6	34 10 0	34 10 0	158	5	0	{ From 1st September to 1st December, 1854, employed by H. M's. Commissioners, under Imperial Act, for establishing the Provincial Boundary between Canada and New Brunswick, to execute the Maps of the Survey operations of 1853, during which period did not receive pay from this department. }

JOSEPH CAUCHON
Commissioner.
JOSEPH BOUCHETTE,
Senior Surveyor and Draughtsman.

No. 7.—(Continued.)

CANADA EAST.—LAND MATTERS—Locations, Conflicting Claims, Free Grants, Appointment of Agents, Instructions to Agents, Reports, Statements, Correspondence, &c.

NAME.	TITLE.	D U T I E S.	Salary.		Date of Appointment and Increase.		Extra Work.		Bonus.		Total Amount Received.		
			£	s. d.	Date.	Increased.	£	s. d.	£	s. d.	£	s. d.	
Jean Langevin.	Corresponding Clerk.	Reports and Correspondence relating to Military, Militia, and Gratuitous Locations, Conflicting Claims, Free Grants, &c. Correspondence relating to the appointment of Agents Preparing Instructions to Agents. Assisting to prepare Statements required by Law. By the Legislative Assembly, by the Provincial Secretary, by Committees of Legislative Assembly, &c. &c. And General Supervision of the duties of the other Clerks belonging to his Branch	375	0	March 18, 1848.	{ January 1, 1847, from £300 to £325. January 1, 1853, from £325 to £375			{ 25 0 0 93 15 0		4017	15	0

Thomas Hammond.	Registrar of Letters and Copying Clerk.	Registering and Indexing Letters, Reports, &c. Copying Letters, (English) going out, also copying Reports and Adjudications ..	175	0	*March 17, 1842	{ January 1, 1847, from £136 10s. to £150. January 1, 1853, to £175	21	17	6	{ 32 10 0 43 15 0	1928	8	4		
C. V. Tessier.	Clerk.	Copying French Correspondence. Making Searches, entering Locations. Registering Assignments, noting Letters in Land Rolls and Sales Books, &c.	175	0	August 17, 1852	{ January 1, 1853, from £125 to £175	23	0	0	{ 15 0 0 43 15 0	508	0	0		
F. V. Dugal.	Clerk.	Copying Statements, entering Specifications in Land Roll and extracting from general Books, Sales, References, &c., for Lower Canada	136	10	February 18, 1854		26	11	3	84	10	0	179	18	9

* Mr. Hammond was employed a few months in 1841. His Services have been continued since 17th March, 1842.

JOSEPH CAUCHON,
Commissioner.

JEAN LANGEVIN.

CROWN LAND DEPARTMENT,
Quebec, 30th March, 1855.

No. 7. (Continued.)

CANADA EAST—LAND MATTERS—Agent Returns, details of Accounts, Sales, Application of Money, Advertising Land, References, Patents, Statement, Report, Correspondence.

NAME.	TITLE.	D U T I E S.	Salary.		Date of Appointment and Increase.		Extra Work.		Bonus.		Total Amount received from Government.		
			£	s. d.	Date.	Increase.	£	s. d.	£	s. d.	£	s. d.	
W. F. Collins		Examining and correcting Agents' monthly Accounts. Checking the same after being entered on official Books, and posting Instalments to credit of the lot. Preparing Journal Entries growing out of Agents' Returns and other transactions. Correspondence with Agents relative to their return, stating amount of each return, amount received on account thereof, amount carried out, and amount suspended, if any. Correspondence and investigations relating to interest, principal, and rent due on Lots sold. Reporting on Applications to purchase Crown and Clergy Lands. Preparing lists of Lands to be advertised. Application of all monies received on account of Land.	250	0 0	9th August, 1843.	{ 1st January, 1847, from £136 10s. to £150. 1st April, 1848, from £150 to £170. 1st July, 1851, from £170 to £250	84	11 3	{ 29 10 0 } { 64 10 0 }			2399	7 1

T. Cherrier	Clerk.	{ Preparing References (in duplicate) for patents, whether for Land sold or located. Transmitting References for Patent to Provincial Secretary. Do. Patents when received from Secretary's Office, to parties entitled. Preparing Statements required by Law, and assisting to prepare such as are called for by the Legislative Assembly and its Committees, and by heads of Department, &c., and Supervision of the duties of his Assistant..... Copying Agent's Returns into Receipt Book, and entering new Sales in Sales Books. Indexing new Sales, and entering Sale numbers in Land Rolls. Copying Correspondence relating to Agent's Returns and to other matter of account. Entering patents when received from Secretary's Office, and checking them with references issued. Assisting to prepare Statements called for, &c., &c.....	175	0 0	October, 1852.....	{ 1st January, 1853, from £150 to £175 }	27	15 0	{ 25 0 0 } { 43 15 0 }			511	1 0
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JOSEPH CAUCHON,
Commissioner.

W. F. COLLINS.

CROWN LAND DEPARTMENT,
Quebec, 30th March, 1853.

SCHEDULE of NAMES, TITLE, SALARY, &c., of OFFICERS, in

NAME.	TITLE.	DUTIES.	Date of Appointment.
Felix Fortier ...	Superintendent of the Jesuits' Estates and Crown Domain, and Acting Agent for Lauzon	Correspondence in both languages on all matters connected with the Jesuits' Estates, the Crown Domain, and Seigniori of Lauzon—preparing for the Commissioner and the Executive Council, Reports on all Subjects connected with these Estates not considered as matters of routine, and exceptional. General Superintendence of these Estates, and of the local Agents. Acting as Agent for Lauzon Seigniori, including the actual collection of rents, besides the general supervision of all Accounts of this Branch	1st March, 1847 ..
F. T. Judah.....	Clerk.....	Endorsing Applications and letters, entering same in Registry Book, noting action thereon, copying drafts of letters in both languages, and of Reports to the Executive Council, entering the same at full length in Letter and Report Books, indexing the several Books used in this Branch, occasionally extending Drafts of Reports to Council, and preparing letters in English under Mr. Fortier's direction; Examining and balancing Agent's Accounts, and those of individuals who have private Accounts with the Office, besides several other routine business of this Branch ..	12th June, 1849
L. R. Fortier.....	Clerk.....	Copying in both languages, endorsing occasionally Applications and Letters, entering the same in Registry Book, noting action thereon, and preparing Letters of routine business. Assisting Mr. Fortier in the receipts and accounts of Lauzon. Engrossing Beach and deep Water Lot Patents	30th November, 1854

JESUITS' ESTATES AND CROWN DOMAIN BRANCH,
Crown Lands Office, Quebec, 27th March, 1855.

JESUITS' and DOMAIN BRANCH of CROWN LANDS OFFICE.

Salary.	Actual Salary.			Increase.			Amount paid for Extra Services.			Gratuity.			Total Amount Received.		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
£125 for remainder of 1847, and £150 afterwards	250	0	0	100	0	0	Nil	0	0	87	10	0	1503	1	4
				Viz.: on two occasions ...	£	50							to 28th in . . .	Februry, 1855,	si ve.
6s. 3d. per diem.	200	0	0	85	17	9	45	17	6	75	0	0	997	9	9½
				Viz.: £22 3d in 1851, and £63, 1s 6d from 31st Decem-ber, 1852.			For extra Services out of this Branch .						to same date as above.		
7s. 6d. per diem.	7s. 6d.	p. diem	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	38	14	11
													to same date.		

JOSEPH CAUCHON,
Commissioner.
F. FORTIER.

WOODS and FORESTS BRANCH.—CROWN LAND DEPARTMENT,

NAME.	DUTIES.	Date of Appointment, and			In- Date.
		Salary.			
		£	s.	d.	
Wm. McD. Dawson.	Management of the Woods and Forests, and general Superintendence of the Timber Trade	248	0	0	Janr. 1, 1853
		Present appointment commenced, say January 1st, 1852. See Remarks			
E. A. Genereux ...	First Assistant, see remarks.				
John Tolmie	Keeps the accounts of revenue accrued from timber in a set of books connecting with the General Account Books of the Department; assists otherwise in this branch	250	0	0	October 20, 1853.
John Morphy	See Remarks.....				

CROWN LAND DEPARTMENT,
WOODS AND FORESTS BRANCH,
Quebec, 29th March, 1855.

Return of Officers employed therein, their Duties, Salaries, Extra Pay, &c., &c.

-crease.	Extra			Gratuities.			Present			Total			Remarks.		
	Amount.			Pay.			Date.			Salary.				received for Services.	
£	s.	d.	£	s.	d.		£	s.	d.	£	s.	d.	£	s.	d.
350	0	0	No	n	e.	{ 1853.. 1854..	15	0	0}	350	0	0	2200	0	0
			No	n	e.	{ 1853.. 1854..	32	10	0}	250	0	0	436	11	8

Previously employed in Crown Timber Office, Bytown, from 1841 to 1846, at £150. In Crown Land Department from 12th June, 1849, at £182 10s. And commenced organization of Woods and Forests Branch in the fall of 1851, the date given of present appointment being that from which increased salary was allowed.
Vacant.—Mr. Genereux having been lately promoted from this branch. Returns separate. New appointment not yet made. Salary £250.

Mr. Morphy originally assisted in this branch, then became Registrar for the whole Department, but continuing attached to the Woods and Forests branch, and rendering casual assistance, till lately transferred with Mr. Genereux.

JOSEPH CAUCHON,
Commissioner.
WILLIAM McD. DAWSON.

No. 7.—(Continued.)

M E S S E N G E R S.

NAME.	Title and Duties.	Date of Appointment.	Salary.		Increase.		Salary at Date.		Extra Pay.		Gratuity.		Amount.	
			£	s. d.	£	s. d.	£	s. d.	£	s. d.	£	s. d.	£	s. d.
John Bradshaw.	Messenger and Office-keeper, C.W.....	March 1, 1852.	75	0 0	.....	.....	75	0 0	18 15	0	41	5 0	274	15 7 ¹ / ₂
George Fisher..	Messenger and Office-keeper, C.E.	Sept. 1, 1844.	50	0 0	{ Oct. 1, 1847. June 1, 1851.	{ 60 0 0 75 0 0 }	75	0 0	.....	.....	35	0 0	640	8 4
John Innes	Messenger and Fire-man	November 1, 1848.	50	0 0	Febr. 1, 1852.	60 0 0	60	0 0	25	8 9	46	5 0	419	3 9

JOSEPH CAUCHON,

Commissioner.

WILLIAM FORD,

Accountant.

CROWN LANDS DEPARTMENT,
Quebec, 28th March, 1855.

No. 8.

BUREAU of AGRICULTURE and STATISTICS.

Name of Officer or Clerk.	Title or Position.	NATURE of DUTIES.	Date of Appointment.	Salary, and when Fixed	Extra Work.	Total Amount Received since date of Appointments.												
						<table border="1"> <tr> <td>£</td> <td>s.</td> <td>d.</td> </tr> <tr> <td>629</td> <td>3</td> <td>4</td> </tr> <tr> <td>677</td> <td>0</td> <td>9</td> </tr> <tr> <td>1228</td> <td>0</td> <td>10</td> </tr> </table>	£	s.	d.	629	3	4	677	0	9	1228	0	10
£	s.	d.																
629	3	4																
677	0	9																
1228	0	10																
William Hutton...	Secretary of Bureau of Agriculture and Statistics.	The Census of the Province is compiled in this Bureau, it collects and publishes general statistical information, showing the Agricultural, Commercial, and Educational progress of the Country, and furnishes information to the various Agricultural Journals in the Province; reports upon all applications for colonization Roads and Fairs; issues and Registers Patents; has the custody of the models, and by a recent order in Council, will hereafter compile the Blue Book	August, 1852.	£400, increased on the 1st January, 1855, from £250, his Salary as Secretary of the Board of Statistics only..													
Evelyn Campbell..	1st Clerk..	Book-keeper and English Correspondent, assisting the Secretary in preparing Reports, and compiling Statistical Tables	March, 1852...	£300, increased on the 1st January, 1855, from £250	Has received £127 9s. 5d. for extra work since the date of appointment, in compiling the Tables of the Census, checking the work of the Clerks, and in correcting Proofs													
N. F. Laurent.....	2nd Clerk..	The investigation of claims for Letters Patent of Inventions and correspondence relating thereto, in both the English and French Languages.....	March 1847....	£250, increased from £200 on the 1st April, 1854													

No. 8.—(Continued.)

BUREAU of AGRICULTURE and STATISTICS.

Name of Officer or Clerk.	Title or Position	NATURE OF DUTIES.	Date of Appointment.	Salary, and when Fixed.	Extra Work.	Total Amount Received since date of Appointments.		
						£	s.	d.
S. DeGuise	3rd Clerk...	{ Has charge of all papers connected with the Statistical Returns of the Bureau, and French Correspondent .. }	{ November 1851 }	{ £225, increased from £136 on the 1st January, 1855	{ Has received £78 2s. 6d. for extra work, since date of appointment, in preparing the Census of the Province	{ 584 }	{ 9 }	{ 2 }
D McLeod	4th Clerk...	{ Assisting in the investigation of claims for Letters Patent; Registering and endorsing all Letters, Deeds, &c., and furnishing copies of Deeds, Specifications, &c. }	{ November 1853 }	{ £200, increased on the 1st April, 1854, to £250; reduced on 1st Jan'y, 1845.				

ALLAN N. MACNAB,
Minister of Agriculture.

QUEBEC, 27th March, 1855.

No. 9.

STATEMENT containing the names of OFFICERS and CLERKS of the POST OFFICE DEPARTMENT, with their title and position, the nature of their duties performed, the length of service and the amount of Salary enjoyed by each individual, the period at which that Salary was fixed, and the increase, if any, which has been made in any case since the date of their present appointments. Also, the amount which any of the said Officers or Clerks have received for extra services since the date of their present appointments, and the total amount received by each individual from the Public Chest, from the said dates up to 31st March, 1855.

Secretary's Office.

NAMES OF OFFICERS AND CLERKS.	TITLE OR POSITION.	NATURE OF DUTIES PERFORMED.	Length of Service in Department.	Present Amount of Salary.		Period at which said present amount of Salary was fixed.	Increase, if any, which has been made in any case since the date of their present appointments.		Amount which said Officers or Clerks have received for extra services since date of their present appointments.		Total amount received from Public Chest since date of present appointments to 31st March, 1855.	
				£	s. d.		£	s. d.	£	s. d.	£	s. d.
W. H. Griffin	Secretary	General Superintendent of the business of the Department in its various branches	24 years	400	0 0	April 6, 1851.	Nil	Nil	Nil	1694	8 11	
E. F. King	Chief Clerk	Assists Secretary in correspondence, and in supervision	9 do	300	0 0	July 1, 1854.	Nil	Nil	Nil	300	0 0	
C. R. Griffin	1st Clerk	Charge of Postmaster's appointments, Postage-Stamps, Mail Tender, Register Book, and various other duties	8½ do	240	0 0	do do do	Nil	Nil	Nil	240	0 0	

* This column includes the quarter's advance of Salary granted in 1854; also, in certain cases, the bonus accorded in 1855.

No. 9.—(Continued.)

STATEMENT containing the NAMES of OFFICERS and CLERKS of the POST OFFICE DEPARTMENT, &c.—
(Continued.)

Secretary's Office.—(Continued.)

NAMES OF OFFICERS AND CLERKS.	TITLE OR POSITION.	NATURE OF DUTIES PERFORMED.	Length of Service in Department.	Present Amount of Salary.		Period at which said present amount of salary was fixed.	Increase, if any, which has been made in any case since the date of their present appointments.		Amount which said Officers or Clerks have received for extra services since date of their present appointments.		Total amount received from Public Chest since date of present appointments to 31st March, 1855.	
				£	s. d.		£	s. d.	£	s. d.	£	s. d.
H. S. Weatherley.	2nd Clerk.....	Keep the Letter-books, Registers of Mail Contracts, Postmasters Bonds, &c., &c.	1 year and 5 months 7 months in department, and 3 years previously in Provincial Secretary's Office.	180	0 0	July 1, 1854.	Nil.	Nil.	Nil.	Nil.	180	0 0
W. G. Sheppard..	3rd do			150	0 0	Sepr. 1854.	Nil.	Nil.	Nil.	Nil.	Nil.	65	12 0
John Ashworth ..	Cashier	Has charge of Cash receipts, deposits in Bank, keeps Cash book and Journal.....	11½ years.....	300	0 0	July 1, 1854.	Nil.	Nil.	Nil.	Nil.	300	0 0

Accountant's Office.

E. J. King	Accountant.....	General Superintendance of accounts, keeps General Ledger, Cheque-book, and draws all cheques, completes English mail accounts, and checks Cashiers' deposits, &c.	21 years in Canada and 12 years in General Post Office, London....	400	0 0	July 1, 1854.	Nil.	Nil.	Nil.	Nil.	1607	5 10
R. M. Julyan	Senior Clerk	Checks monthly sheets	11½ years.....	250	0 0	July 1, 1854.	Nil.	Nil.	Nil.	Nil.	250	0 0
E. C. Hayden	do	Checks Postmasters' accounts current, and examines payments for mail service, &c.	10 years and 8 months ...	240	0 0	do, do.	Nil.	Nil.	Nil.	Nil.	240	0 0
† D. M. Wright ..	do	Keeps Postmaster's Ledger	2 years and 2 months ...	200	0 0	do, do.	Nil.	Nil.	Nil.	Nil.	200	0 0
† Robert Oliver ..	do	Checks monthly sheets	1 year	200	0 0	do, do.	Nil.	Nil.	Nil.	Nil.	200	0 0
D. Lawson	do	Compiles general accounts	1 year and 5 months ...	200	0 0	do, do.	Nil.	Nil.	Nil.	Nil.	200	0 0
J. Audette	Junior Clerk	Check and examine monthly sheets, and distribute blank Postmasters' forms	1 year and 3 months ...	150	0 0	do, do.	Nil.	Nil.	Nil.	Nil.	150	0 0
C. R. Mackenzie..	do		10 months ...	100	0 0	do, do.	Nil.	Nil.	Nil.	Nil.	100	0 0
C. Stewart	do		2¼ months ...	100	0 0	Janr. 25, 1855.	Nil.	Nil.	Nil.	Nil.	18	11 0

* This Column includes the Quarter's advance of Salary granted in 1854; and also, in certain cases, the Bonus accorded in 1853.
† Served in Quebec Post Office 11½ years.
‡ Served in Montreal Post Office 11 years.

No. 9.—(Continued.)

SCHEDULE containing the NAMES of the OFFICERS and CLERKS of the POST OFFICE DEPARTMENT, &c.—
(Continued.)

Money Order Office.

NAMES OF OFFICERS AND CLERKS.	TITLE OR POSITION.	NATURE OF DUTIES PERFORMED.	Length of Service in Department.	Present Amount of Salary.		Period at which said present amount of Salary was fixed.	Increase, if any, which has been made in any case since the date of their present appointment.		Amount which said Officers or Clerks have received for extra services since date of their present appointments.		Total amount received from Public Chest since date of present appointment, up to 31st March, 1855.		
				£	s. d.		£	s. d.	£	s. d.	£	s. d.	
P. Lesueur	Superintendent...	Superintends operation of Money Order branch of Department	9 months.....	400	0 0	July 1, 1854.	Nil.	Nil.	Nil.	Nil.	300	0 0	
W. White	1st Clerk.....	General Duties of Money Order Branch	3 months.....	225	0 0	Decr. 1, do.	Nil.	Nil.	Nil.	Nil.	75	0 0	
Peter Holt	2nd do			175	0 0	Febr. 1, do.	Nil.	Nil.	Nil.	Nil.	Nil.	29	3 4
J. G. Mason	3rd do			125	0 0	do do do.	Nil.	Nil.	Nil.	Nil.	Nil.	20	16 8

Dead Letter Office.

NAMES OF OFFICERS AND CLERKS.	TITLE OR POSITION.	NATURE OF DUTIES PERFORMED.	Length of Service in Department.	Present Amount of Salary.		Period at which said present amount of Salary was fixed.	Increase, if any, which has been made in any case since the date of their present appointment.		Amount which said Officers or Clerks have received for extra services since date of their present appointments.		Total amount received from Public Chest since date of present appointment, up to 31st March, 1855.	
				£	s. d.		£	s. d.	£	s. d.	£	s. d.
† J. T. McCuaig..	Inspector of Dead Letters	Checks Post-masters' Dead Letter Returns, and carries on the other duties appertaining to Dead Letter branch.	8½ years.....	240	0 0	July 1, 1854.	Nil.	Nil.	Nil.	Nil.	240	0 0
J. McDonagh	Clerk	Returns Dead Letters	7 months...	100	0 0	Sept. 7, do.	Nil.	Nil.	Nil.	Nil.	86	15 7
Smith Allan.....	Messenger .....	.....	19 years	75	0 0	April 1, 1851.	Nil.	Nil.	Nil.	Nil.	383	19 2
John Himifin	do .....	.....	4½ months..	66	0 0	Novr. 1, 1854.	Nil.	Nil.	Nil.	Nil.	26	6 9

* This column includes the Quarter's advance of salary granted in 1854; also, in certain cases, the Bonus accorded in 1853.
† Served in Kingston Post Office 4 years and 9 months. Served in Montreal Post Office 2 years.

POST OFFICE DEPARTMENT,
Quebec, 5th April, 1855.

W. H. GRIFFIN,
Secretary.

No. 10.

SCHEDULE of the OFFICERS and CLERKS of the ADJUTANT GENERAL'S DEPARTMENT for CANADA EAST, with the respective Salary, and period at which such Salary was fixed, &c.

NAME.	TITLE.	NATURE OF DUTY.	Length of Service.	Amount of Salary.		Period at which Salary was Fixed.	Increase of Salary.	Date of Appointment.	Received for Extra Services.	Total Amount received from 1854 to 1st March, 1855.	
				£	s. d.					£	s. d.
A. De Salaberry ...	Deputy Adjutant General...	{ Issuing General Orders, issuing Commissions, paying Militiamen's Pension, and other Duties appertaining to the Militia }	64 Years ..	500	0 0	1st July, 1848..	None .	1st July, 1848..	None .	588	6 8
Charles Peticlair ..	Clerk ...	{ Keeping a Record of all Militia Appointments, keeping a Book for the Militiamen's Pension, preparing Pay-list for the same, addressing blank Returns to Commanding Officers. General Return of the Militia Force for the Blue Book. To prepare General Orders for the Gazette, Copies of the same sent to Commanding Officers, and various other Duties incidental to this Department }	33 Years ..	185	0 0	{ 22nd Februry, 1822 }	None .	{ 22nd Februry, 1822 }	None .	216	16 8

Peter L. McDonnell Clerk...	{ English and French Correspondent, filling up Blanks of Militia Commissions, keeping Letter Book, reporting on Militia Pension Claims, and attending to General Work of the Office }	74 Years ..	150	0 0	11th July, 1847	None .	11th July, 1847.	None .	175	0 0	
Henry Smeaton ...	Messenger . For Canada East and West	34 Years ..	75	0 0	May, 1851	None .	May, 1851	None .	87	10 0	
Total	1062	18 4

No. 10.—(Continued.)

SCHEDULE of the OFFICERS and CLERKS, &c., of the ADJUTANT GENERAL'S DEPARTMENT, for CANADA WEST, with the respective Salaries, and period at which such Salary was fixed, and the increase which has been made since the date of their appointments, the Amount received by said Officers or Clerks for extra Services from the date of their appointments, and the Total Amount received from the Public Chest since 1854, to the 1st March, 1855.

NAMES.	TITLE.	NATURE OF DUTIES.	Length of Service.	Amount of Salary.		Period at which Salary was fixed.	Increase of Salary.	Date of appointment.	Amount received for extra services.	Total amount.	
				£	s. d.					£	s. d.
D. Macdonell.....	Deputy Adjutant General.	{ Issuing Militia General Orders, issuing Commissions, and other duties appertaining to Militia	9½ Years ..	500	0 0	June, 1846	None.	June, 1846	None.	583	6 8
S. Thompson.....	Clerk	{ Keeping Record of all Militia appointments, copying correspondence, making Commissions, and various other duties incidental to this Department	8½ Years ..	225	0 0	June, 1847	None.	June, 1847	None.	262	10 0
H. Smeaton.....	Messenger.	Messenger for Canada West and East.....	3¼ Years ..	75	0 0	May, 1851	None.	May, 1851	None.	87	10 0

D. MACDONELL,
Deputy Adjutant General, Militia.

R E T U R N

To an Address from the Legislative Assembly to His Excellency the Governor General, dated the 28th March, 1855, praying His Excellency to cause to be laid before the House, “a Return of the names of all persons who have been appointed to any Office of honor or emolument in Canada, since this day twelve month, (exclusive of Post Masters, whose incomes are under £20,) shewing the dates of their respective appointments, whether the appointment is temporary or permanent, the salary or fees in each case, and so as to exhibit the actual income, so far as it is known to Government; also, the name of each Office, and the Statute, Order in Council, or other authority under which each such Officer or Incumbent was appointed.”

By Command.

GEO. ET. CARTIER,
Secretary.

SECRETARY'S OFFICE,
Quebec, 4th May, 1855.

POST OFFICE DEPARTMENT,
Quebec, 4th May, 1855.

Sir,—In compliance with your letter of the 2nd ultimo, requesting to be furnished, with a view to its being laid before the Legislative Assembly, with a Return of the names of all persons who have been appointed to any Office of honor or emolument in the Post Office Department, in Canada, since the 28th March, 1854, exclusive of Post Masters, whose incomes are under £20, shewing the dates of their respective appointments, whether the appointment is temporary or permanent, the salary or fees in each case, so as to exhibit the actual income so far as it is known; also, the name of such Office, and the Statute, Order in Council, or other authority under which each Officer or incumbent was appointed. I have the honor, by desire of the Post Master General, to enclose a Return of the nature described to the 2nd ultimo, inclusive.

I am, Sir,
Your most obedient humble Servant,

W. H. GRIFFIN,
Secretary.

Honorable G. E. CARTIER,
Provincial Secretary.

RETURN shewing the NAMES of all PERSONS who have been appointed to any OFFICE of HONOR or EMOLUMENT in the POST OFFICE DEPARTMENT of CANADA, between the 28th March, 1854, and the 2nd April, 1855, exclusive of Postmasters whose incomes are under £20; shewing the dates of their respective appointments, whether the appointment is Temporary or Permanent, the Salary or Fees in each case, so as to exhibit the actual income so far as it is known, also the Authority under which each Officer or Incumbent was appointed.

NAME OF INCUMBENT.	OFFICE OR APPOINTMENT.	DATE OF APPOINTMENT.	Whether appointment is Temporary or Permanent.	Income per annum.			Authority under which appointment was made.
				£	s.	d.	
R. H. Duff	Clerk to Post Office Inspector, Kingston.	April 1, 1854	Temporary				By Authority of Executive Government.
G. Wilson	Clerk Suspension Bridge Post Office	do	Permanent	125	0	0	do
W. Powell	Postmaster, Port Dover Post Office	do 5	do	70	0	0	do
J. B. Swartz	do Port Sarnia do	do 15	do	160	0	0	do
A. Larocque	do Montreal do	May 1	do	400	0	0	do
Mrs. Fenwick	Housekeeper, Toronto do	do	do	15	0	0	do
R. H. Bengough	Mail Conductor.	do 13	do	10	per month.		do
Alfred Barley	do	do	do	10	per month.		do
T. A. Mulkins	Clerk to Post Office Inspector, Kingston.	do	Permanent	125	0	0	do
A. McCarthy	Mail Conductor	do 20	do	100	0	0	do
D. McKinnon	Clerk in Hamilton Post Office.	do 15	do	100	0	0	do
R. Spence	do Toronto do	do 19	do	112	10	0	do
D. Spry	do do	April	do	100	0	0	do
R. Power	Letter Carrier, Montreal	May 12	Temporary	100	0	0	do
Extra Beemer	Mail Conductor.	do 25	Permanent	100	0	0	do
J. Audette	Clerk in Accountant's Office, Post Office Department	do	do	140	0	0	do
J. S. Thatcher	Mail Conductor	do	do	100	0	0	do
P. Lesneur	Superintendent Money Order Office	June 15	do	400	0	0	do
C. McKenzie	Clerk in Accountant's Office, Post Office Department	do	do	100	0	0	do
W. Finton	Assistant Messenger, Montreal Post Office.	do 1	do	65	0	0	do

F. B. Baker	Postmaster, Gananoque	May 28	do	84	0	0	do
L. L'Africaine	Clerk, Montreal Post Office	June 8	do	120	0	0	do
W. J. Firman	Mail Conductor.	do 10	do	100	0	0	do
C. K. Ogden	Postmaster, Three Rivers.	do 12	Permanent	240	0	0	do
J. Kelly	Assistant Letter Carrier, Kingston Post Office	do 17	do	60	0	0	do
F. Austey	Mail Conductor.	July 1	do	125	0	0	do
D. A. Ross	do	do	do	150	0	0	do
C. Wayland	do	do	do	100	0	0	do
Mrs. Davison	Housekeeper, Quebec Post Office	do	do	15	0	0	do
G. E. Griffin	Post Office Inspector, London Division	do	do	400	0	0	do
J. F. Loofs	Messenger to Inspector, Montreal	do 6	do	2	10 p. month.		do
George Cox	Mail Conductor.	do 20	do	150	0	0	do
L. Mallard	Clerk, Montreal Post Office.	August 1	do	100	0	0	do
J. McDonagh	do Dead Letter Office, Post Office Department	do	do	100	0	0	do
D. McCall	Postmaster, Port Sarnia	do 23	do	100	0	0	do
D. Campbell	do Carleton Place	do 10	do	160	0	0	do
J. O. Duplessis	do William Henry	do 21	do	82	0	0	do
G. Crague	do Indiana	do 14	do	130	0	0	do
W. Cuppage	Mail Conductor.	do 21	do	21	0	0	do
H. Colbeck	Clerk, Hamilton Post Office.	September 1	do	125	0	0	do
J. O'Neill	Mail Conductor.	do	do	100	0	0	do
W. G. Sheppard	Clerk in Postmaster General's Office	July 24	Temporary	10	per month.		do
A. Graham	Clerk in Toronto Post Office	September 5	Permanent	150	0	0	do
T. Sannon	Letter Carrier, Quebec Post Office	do 12	do	100	0	0	do
C. W. Schneider	Postmaster, Carillon	do 18	do	80	0	0	do
George Cox	Clerk to Post Office Inspector, London	do 30	do	21	0	0	do
D. Hassett	Laborer and Fireman, Montreal Post Office.	October 3	do	150	0	0	do
L. Thomas	Mail Conductor.	do 5	do	52	0	0	do
Mrs. H. S. Lyon	Postmistress, Richmond, Canada West	do	Permanent	125	0	0	do
J. Wynn	Mail Conductor.	October 26	do	25	0	0	do
A. Milman	Postmaster, Princeton	November 1	do	150	0	0	do
E. D. Tillson	do Dereham	do 4	do	26	0	0	do
J. J. Bolduc	Clerk in Quebec Post Office.	do 7	do	32	0	0	do
J. T. Murphy	Mail Conductor.	do 21	do	100	0	0	do
H. Murphy	do	do 27	do	150	0	0	do
A. DeGaspé	Conductor on Railroad.	December 6	do	150	0	0	do
W. White	Clerk, Money Order Office, Post Office Department	November 28	do	100	0	0	do
		December 1	do	225	0	0	do

RETURN shewing the NAMES of all PERSONS who have been appointed to any OFFICE of HONOR or EMOLUMENT in the POST OFFICE DEPARTMENT of CANADA, &c.—(Continued.)

NAME OF INCUMBENT.	OFFICE OR APPOINTMENT.	DATE OF APPOINTMENT.	Whether ap- pointment is Temporary or Permanent.	Income per annum.		Authority under which appointment was made.
				£	s. d.	
J. Himifin.....	Messenger, Quebec Post Office Department.	November 7, 1854 ..	Permanent	66	0 0	By authority of Execu- tive Government.
J. Grey	Clerk in Quebec Post Office	November 20, do ..	do	100	0 0	do.
J. Smith	do Hamilton	December 1, do ..	do	100	0 0	do.
B. Lacasse	do Quebec	do 13, do	do	112	10 0	do.
W. Taylor	Laborer at Post Office Department	November 14, do ..	.....	4	10 p. month.	do.
A. DeGaspé	Conductor with English Mails.....	January 21, 1855 ..	Permanent	300	0 0	do.
P. Holt	Clerk in Money Order Office, Post Office De- partment	February 1, do ..	do	175	0 0	do.
G. Mason.....	do do	do do	do	125	0 0	do.
F. W. Smith	Mail Conductor.....	March 28, do ..	do	125	0 0	do.

W. H. GRIFFIN,
Secretary.

POST OFFICE DEPARTMENT,
Quebec, 3rd May, 1855,

PROVINCIAL SECRETARY'S DEPARTMENT.

STATEMENT shewing the names of Temporary Clerks and Dates of Appointments, &c., made in compliance to an Address from the Legislative Assembly, of the 28th March, 1855.

NAME.	SALARY.	DATE OF APPOINTMENT.	By WHOM APPOINTED.
H. R. Glackemeyer	15s. per diem.	September 27th, 1854. (Still Employed).	Provincial Secretary.
C. Légaré	do	September 16th, 1854, to December 31st, 1854	do
F. Chassé	do	do do do	do

Certified.

GEORGE ET. CARTIER,
Secretary.

SECRETARY'S OFFICE,
Quebec, 3rd May, 1855.

PUBLIC WORKS,
Quebec, 3rd May, 1855.

Sir,—I am directed to acknowledge the receipt of your letter of the second ultimo, asking for a Return of persons appointed in this Department, since the twenty-eighth of March, 1854, and to inform you, that there has not been any appointment made in this Office since the date referred to.

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

THOMAS A. BEGLY,
Secretary.

E. A. MEREDITH, Esquire,
Assistant Secretary.

RETURN of the NAMES of all PERSONS who have been appointed to any OFFICE of EMOLUMENT in the CUSTOMS DEPARTMENT, INSPECTOR GENERAL'S OFFICE, shewing the dates of their respective appointments, whether temporary or permanent, the salary in each case; also, the name of such Office, and the authority under which each Officer was appointed, from the 28th day of March, 1854, to the 2nd April, 1855.

NAME of PARTY.	Date of Appointment.	Temporary or Permanent.	Salaries.		NATURE of OFFICE.	Authority under which Appointment was made.
			£	s. d.		
Alexander Heany	December 14, 1854	Permanent	100	0	Landing Waiter in Her Majesty's Customs	Governor General—Salaries and appointments by Order in Council, except as to temporary Clerks employed under the authority of the Head of the Department.
Joseph S. Lee	November 17, do	do	100	0	Clerk do	
John Little	December 14, do	do	75	0	Preventive Officer do	
J. E. Fitch	do do	do	150	0	Surveyor do	
John C. Davis	do do	do	150	0	Landing Waiter do	
F. Fortye	do do	do	175	0	Surveyor do	
A. K. Scofield	do do	do	100	0	Landing Waiter do	
John Mullins	March 16, 1855	do	75	0	Preventive Officer do	
J. M. Merriman	January 5, do	do	125	0	Collector do	
William Moorecraft	May 1, 1854	do	75	0	Landing Waiter do	
G. W. Warren	April 6, do	do	125	0	Clerk and Landing Waiter do	
J. W. Stevenson	December 22, do	do	75	0	Messenger do	
G. Kemp	May do	do	75	0	Preventive Officer do	
S. Anos	do do	do	100	0	Locker do	
Hector Munro	December 18, do	do	200	0	Surveyor do	
C. D. Grassett	February 18, 1855	Temporary	6s. 3d.	per diem	Clerk do	
S. D. Fowler	March 1, 1854	Permanent	125	0	do do	
W. R. Mingaye	May 4, do	do	125	0	do do	
George Gunn	June 7, do	do	75	0	Preventive Officer do	
Edward Prowse	December 22, do	do	100	0	Surveyor do	
Henry McCullough	do do	do	75	0	Preventive Officer do	
Charles Selby *	April 6, 1855	do	150	0	Landing Waiter do	
F. Braün *	do do	do	125	0	do do	
	May 4, 1854	do			do	

W. N. Lee	December 14, do	Permanent	150	0	do	Governor General—Salaries and appointments by Order in Council, except as to temporary Clerks employed under the authority of the Head of the Department.
P. Gauvreau	April 6, do	do	100	0	Collector do	
John Stone	December 14, do	do	100	0	Landing Waiter do	
J. D. Askin	do do	do	100	0	do do	
Alexander Gordon	March 6, 1855	do	125	0	Clerk do	
Henry Rogers	July 7, 1854	do	100	0	Landing Waiter do	
Peter Ferguson	December 18, do	do	150	0	Surveyor do	
C. H. Godby	April 8, do	do	150	0	Collector do	
Robert Brennan	July 18, do	do	100	0	Landing Waiter do	
G. Bullock	May 20, do	do	100	0	Collector do	
Samuel Bouchette	June 1, do	Temporary	10s.	per diem	Clerk to Collector of Tolls do	
P. C. Racine	March 29, do	do	15s.	per diem	Superintendent Clerk to do	
Robert Caley	November 18, do	do	10s.	per diem	Clerk, Welland Canal do	
J. W. Peachy	February 28, 1855	do	10s.	per diem	Clerk to Commissioner of Customs do	
E. Clark	May 20, 1854	Permanent	Fees	.....	Revenue Inspector do
Robert Douglas	March 1, 1855	do	do	.....	do do
Peter McClary	do do	do	do	.....	do do
Henry McCarty	do do	do	do	.....	do do
George Haslehurst	November 23, 1854	do	do	.....	do do
M. O'Donohoe	March 11, 1854	do	do	.....	do do
George LeBoutillier	April 4, do	do	125	0	Landing Waiter do	
Thomas Forsyth	May 1, 1855	do	100	0	do do	
Robert Hobson	do do	do	125	0	Collector do	
J. B. O'Connor	May do, 1854	do	125	0	Landing Waiter do	
G. W. Ross	do do	do	125	0	do do	
	March 17, 1855	do	100	0	Clerk, Lachine Canal Office. do	

* Transferred from Receiver General's Office at same Salary, in the room of Mr. Braün, transferred to Receiver General's Office.

R. S. M. BOUCHEFFE,
Commissioner of Customs.

I. G. O. CUSTOMS DEPARTMENT,
Quebec, May 2nd, 1855.

STATEMENT of all PERSONS who have been appointed to any OFFICE of HONOR or EMOLUMENT in the ACCOUNT BRANCH of the INSPECTOR GENERAL'S DEPARTMENT, since 25th March, 1854, shewing the dates of their respective Appointments, whether Temporary or Permanent, the Salary or Fees in each case, &c.

N A M E.	D A T E OF A P P O I N T M E N T.	T E M P O R A R Y O R P E R M A N E N T.	R A T E OF P A Y.	A U T H O R I T Y F O R A P P O I N T M E N T.	D U T I E S.
Christopher Green	December 13, 1854 ..	Temporary	10s. per diem	By direction of the Inspector General.	To assist in examining Accounts that are in arrear.
J. A. Kavanagh	February 3, 1855 ..	do	do	do	do
G. S. Scott	do 16, do ..	do	do	do	do
Edward Byrne.....	December 26, 1854 ..	do	do	do	To assist in compiling the Blue Book. Ceased being employed on the 30th April, 1855.

JOS. CARY,
Deputy Inspector General.

INSPECTOR GENERAL'S OFFICE,
Quebec, 2nd May, 1855.

BUREAU OF AGRICULTURE AND STATISTICS.

NAME.	POSITION.	Nature of Appointment	SALARY.	FEE S.
William Hutton	Secretary . . .	Permanent . .	£400 per annum .	} There are no Fees received by this Office, but on the issue of Letters Patent; and these are transferred to T. D. Harington, Esquire.
Evelyn Campbell	1st Clerk . . .	do . .	£300 do . .	
N. F. Laurent	2nd do . . .	do . .	£250 do . .	
P. DeGuise	3rd do . . .	do . .	£225 do . .	
D. McLeod	4th do . . .	do . .	£200 do . .	

The above Officers were, previous to the 20th February, 1855, employed in the respective Bureaus of Registration and Statistics, and of Agriculture, but by an Order in Council of that date, the two Departments were amalgamated and re-organised.

ALLAN N. MACNAB,
Minister of Agriculture.

QUEBEC, 7th April, 1855.

CROWN LAND DEPARTMENT,
Quebec, 5th April, 1855.

Sir,—In obedience to the Commands of His Excellency the Governor General, conveyed in your letter of the 2nd instant, I have the honor to enclose herewith a Return (so far as relates to this Department) of the names of all persons appointed to any Office of honor or emolument, since the 28th March, 1854, with the date of their appointment, &c.

I have, &c.,

JOSEPH CAUCHON,
Commissioner of Crown Lands.

To the Honorable GEO. ET. CARTIER,
Provincial Secretary.

RETURN of PERSONS Appointed since 28th March, 1854.

Date of Appointment.	N A M E.	S A L A R Y.			R E M A R K S.	
		£	s.	d.		
October 11, 1854	C. T. Walcot	225	per ann.	do	Permanent Clerk in Crown Lands Department. Under Order in Council. By Commissioner.	
do 28,	A. J. Taylor	7s. 6d.	per diem	do		
April 24, do	S. P. Bauset	7s. 6d.	per do	do		
December 1, do	L. R. Fortier	7s. 6d.	per do	do		
March 7, 1855	P. M. Partridge	12s. 6d.	per do	do		
do 31, do	N. Fages	7s. 6d.	per do	do		
do 9, do	E. Dumentier	75	per ann.	do		
July 6, 1854	N. Ballard, Commission on Collections.		5 per cent on 1st £500, 2½ per cent on next £7000, and 1½ per cent on amount exceeding £7500.
November 3, do	W. Jackson, Commission as above	.....	.....	.....
May 31, do	A. Scott, do	Crown Land Agent for County of Prince Edward. Appointed under Order in Council.	
September 22, do	C. R. Stewart, do	.....	.....	.....
April 4, do	J. T. Lebel, do	Crown Land Agent for County of Grey. Appointed under Order in Council.	
March 16, 1855	A. Douglas	200	per ann.	do		
May 6, 1854	F. J. Way	300	per do	do	Assistant Collector of Timber Duties at Quebec.	
do do	C. E. Belle	250	per do	do		
do 30, do	G. Duberger	250	per do	do		
do do	G. J. Nagle	250	per do	do		
do 13, do	N. Hammond	250	per do	do		
October 29, 1855	S. V. Larue	not	fixed.	do		
March do do	C. J. Dubie	do	do	do		
do do do	J. N. Verge	do	do	do		
do do do	do	do	do	do		
do do do	do	do	do	do		

JOSEPH CAUCHON,
Commissioner.

CROWN LAND DEPARTMENT,
Quebec, 4th April, 1855.

EXECUTIVE COUNCIL, OFFICE

Quebec, 4th April, 1855.

Sir,—I have the honor to acknowledge the receipt of your letter of the 2nd instant, requesting me to furnish you with a Return (as far as relates to this Department) of the names of all persons who have been appointed to any Office of honor or emolument in Canada, since the 28th March, 1854, with other information in relation thereto.

In reply, I have to state, that the only appointment made since the date referred to, in connection with this Office, is that of a "temporary Clerk," under authority of Order in Council of 30th of January last, at a Salary of £150, per annum.

I have, &c.,

WILLIAM H. LEE.

The Honorable the PROVINCIAL SECRETARY.

(No. 58.)

RECEIVER GENERAL'S DEPARTMENT,

Quebec, 4th April, 1855.

Sir,—I am directed by the Receiver General to acknowledge receipt of your Communication of 2nd instant, requesting for the information of the Legislative Assembly, a "Return of the names of all persons who have been appointed to any Office of honor or emolument, &c., in this Department, since the 28th day of March, 1854."

And in reply, I have the honor to state that no appointment of any nature has been made in this Department since the period above stated.

I have, &c.,

C. E. ANDERSON,

D. R. G.

E. A. MEREDITH, Esquire,
Assistant Secretary, West, Quebec.

SECRETARY'S OFFICE (UPPER CANADA)—RETURN of Miscellaneous Appointments for the year ended 28th March, 1855, in reply to Address of the House of Assembly of that date.

NAME OF OFFICER.	DATE OF APPOINTMENT.	Temporary or Permanent.	Salary or Emolument.	NATURE OF OFFICE.	AUTHORITY FOR APPOINTMENT.
Thomas Amiot	January 27, 1855.	Permanent.	£250 per annum	Deputy Provincial Registrar	Commission signed by Provincial Registrar and approved by Governor General.
George M. Boswell	April 2, do	do	Fees (See Blue Book)	Judge, Surrogate Court, Northumberland and Durham	Great Seal Commission.
Read Burritt	March 17, do	do	£350 per annum	Judge, County Lanark	do do
Read Burritt	do do	do	Fees (See Blue Book)	Judge, Surrogate Court, County Lambton.	do do
Gilbert T. Bastedo	December 27, 1854.	do	do	Clerk of the Peace, do Halton	Privy do.
Viscount Bury	do 19, do	do	£750 per annum	Governor General's Secretary	Great do.
Duncan Cameron	April 14, 1855.	do	Fees (See Blue Book)		
			£30 per annum as Deputy Clerk Crown		
S. Sohnes	February 5, do	do	Nil	Clerk County Court, Deputy Clerk Crown, County Brant	Privy do.
Honorable G. E. Cartier	January 27, do	do	£800 per annum	Commissioner to Protect Indian Lands	Great do.
do	do do	do	Nil	Provincial Secretary and Registrar	do do.
Honorable Joseph Cauchon	do do	do	£800 per annum	Executive Councilor	do do.
do	do do	do	Nil	Commissioner of Crown Lands	do do.
do	do do	do	Nil	Executive Councilor	do do.
William F. Coffin	November 8, 1854.	Temporary.	£2 per day and travelling expenses	Commissioners to enquire into accident on Great Western Railway	Privy do.
Matthew C. Cameron			Baron DeRottenburg paid £2 per day, and travelling expenses, and allowance for loss of Military pay; other Commissioners not paid		
Sir A. N. MacNab	October 27, do	do		Commissioners to enquire into organization of Militia and Police	Great do.
Honorable E. P. Taché					
Major T. E. Campbell					
Colonel the Baron DeRottenburg					

Honorable W. Cayley	September 11, do	Permanent.	£300 per annum	Inspector General	do do.
do	do do	do	Nil	Executive Councilor	do do.
Joseph Davis	December 27, do	do	Not decided	County Judge, County Halton	do do.
do	do do	do	Fees, (See Blue Book)	Surrogate do,	do do.
W. L. P. Eagar	January 1, 1855.	do	Salary as Deputy Clerk of the Court, not fixed		
do	do do	do	Fees, (See Blue Book)	Clerk, County Court, and Deputy Clerk Crown, County Halton	Privy do.
J. W. K. Graham	January 28, 1855.	do	do	Registrar, Surrogate Court, County Halton.	do do.
T. D. Harington	December 29, 1854.	do	Nil	Clerk of the Peace, County Haldimand	do do.
John F. Harris	September 21, do	do	Fees, (See Blue Book)	Deputy Governor	do do.
Hugh Johnston	November 25, do	do	do	Registrar, Surrogate Court, County Middlesex	do do.
Hugh J. Muston	do do	do	Fees, (See Blue Book)	do do, do Huron and Bruce.	do do.
Alexander Knapp	May 8, do	do	£20 per annum as Deputy Clerk of the Crown	Clerk County, and Deputy Clerk Crown Huron and Bruce.	do do.
Honorable F. Lemieux	January 27, 1855.	do	Fees, (See Blue Book)	Registrar, County of Kent	Great do.
do	do do	do	£800 per annum	Chief Commissioner Public Works	do do.
Alexander Logie	October 16, 1854.	do	Nil	Executive Councilor	do do.
George S. Tiffany	do do	do	£550 per annum	Judge, County Wentworth	do do.
W. L. Perrin	September 14, do	Temporary.	£1 5s. per day while employed	Visiting Commissioners Provincial Lunatic Asylum, Toronto	Privy do.
John Simpson	February 24, 1855.	Permanent.	Not known	Police Magistrate, Chatham	Great do.
E. F. Whittemore	November 23, 1854.	do	Fees, (See Blue Book)	Clerk County Court, Stormont, Dundas and Glengarry	Privy do.
Thomas McCrae	do do	do	£900 per annum	Attorney General, Upper Canada	do do.
Lachin McDonald	do do	do	Nil	Executive Councilor	do do.
Honorable John A. McDonald	September 11, do	do	£800 per annum	President, Executive Council	do do.
do	do do	do	Nil	Executive Councilor	do do.
Sir A. N. MacNab	do do	do	£500 per annum	Judge, County Wellington	do do.
do	do do	do	Fees, (See Blue Book)	Surrogate, do	do do.
Archibald McDonald, junior	do 6, do	do		Sergeant-at-Arms, House of Assembly	do do.
do	do do	do			do do.
Donald W. MacDonell	June 14, do	do			do do.

NAME OF OFFICER.	DATE OF APPOINTMENT.	Temporary or Permanent.	Salary or Emolument.	NATURE OF OFFICE.	AUTHORITY FOR APPOINTMENT.
Anson G. Northrup	August 25, 1854.	Permanent.	Fees. (See Blue Book) £100 per annum as Deputy Clerk of the Crown	Clerk, County Court, and Deputy Clerk of the Crown, County Hastings	Privy Seal Commission.
Lawrence Oliphant	June 19, do	do	£750 per annum	Governor General's Secretary	do.
Étienne Parent	December 19, do	do	Nil	Deputy Governor	Privy do.
William H. Ponton	May 1, do	do	Fees. (See Blue Book)	Registrar, County Hastings	Great do.
Charles Robinson	March 17, 1855.	do	£350 per annum	County Judge, County Lambton	do do.
do	do do	do	Fees. (See Blue Book)	Surrogate do,	do do.
Honorable John Ross	September 11, 1854.	do	£500 per annum	Speaker Legislative Council	do do.
John G. Stevenson	January 22, 1855.	do	£400 per annum	County Judge, County Haldimand	do do.
do	do do	do	Fees. (See Blue Book)	Surrogate do,	do do.
Henry Smith, junior	September 11, 1854.	do	£600 per annum	Solicitor General, Upper Canada.	do do.
Honorable R. Spence	do do	do	£750 per annum	Postmaster General	do do.
do	do do	do	Nil	Executive Councillor	do do.
Levi Willson	December 27, do	do	Fees. (See Blue Book)	Sheriff, County Halton	do do.
Reverend Alexander Lorimer	May 30, 1855.	do	£150 per annum	Librarian University College	By Letter from Secretary under University Act.
D. J. Hughes					
John McKay	March 29, 1854.	do	Nil	Auditors Public Accounts, County Elgin	By Letter from Secretary under Act 9 Vic. cap. 58.
George Southwick					
Charles Robinson	June 3, do	do	Nil	do do	By Letter from Secretary under Act 9 Vic. cap. 58.
David Ghent	April 15, do	Temporary.	{ £1 per day while employed	{ Commissioners to ascertain boundary of West Gore of Beverley	{ By Letter from Secretary under Act 16 Vic. cap. 230.
Henry Winters					

H. C. Baker	September 20, do	do	£2 per day while employed	Returning Officer, City of Hamilton	By Letter from Secretary Under Elections Act.
James Durand	do do, do	do	do do	do do Kingston	By Letter from Secretary under Elections Act.
George A. Cumming	January 29, 1855.	Permanent.	15s. per day while employed	Clerk to Provincial Arbitrators	By Letter from Secretary under Act 18 & 14 Vic. cap. 13.
J. P. Lichfield	March 12, do	Temporary.	£300 per annum	Medical Superintendent of Lunatic Asylum at Penitentiary	By Letter from Secretary.
R. A. Harrison	October 1, 1854.	Permanent.	£170 per annum	Clerk in Office of Attorney General, Upper Canada.	Order in Council.
Alexander Sutherland	do do, do	do	£70 per annum	Messenger do do	do do

LIST of NOTARIES PUBLIC, appointed in UPPER CANADA, between the 28th March, 1854, and 28th March, 1855. Appointment permanent. Fees not known. Nature of Office, that of Notary Public. Authority for Appointment, Privy Seal Commission.

NAME OF OFFICER.	DATE OF APPOINTMENT.	NAME OF OFFICER.	DATE OF APPOINTMENT.
Armour, John Douglas....	August 7, 1854..	Hardy, Henry Alexander..	September 7, 1854.
Alma, William Edward ...	September 13, do ..	Hamilton, John McP	November 4, do
Ardagh, William Davis....	February 7, 1855..	Kerby, Joseph T.....	July 6, do
Bridges, Macdonald.....	April 22, 1854..	Lane, Samuel Jonathan....	March 21, 1855.
Boucher, Robert M.....	October 9, do ..	Morphy, Henry Brindley..	September 11, 1854.
Bastedo, Gilbert Tice	do 19, do ..	McCrea, Walter.....	October 9, do
Browne, George Joseph ...	do 23, do ..	Macdonell, Hugh James...	do 11, do
Bethune, Jr., Donald	November 15, do ..	Morris, James Henry	do 18, do
Barrett, Robert George ...	January 31, 1855 ..	McGivern, Charles P	do 25, do
Beeman, James	March 9, do ..	Moberly, George	February 27, 1855.
Cameron, Hector.....	August 11, 1854..	Nanton, Augustus.....	August 28, 1854.
Cameron, Matthew Crooks.	September 9, do ..	Norris, Patrick George....	November do do
Cornish, Francis Evans ...	do 16, do ..	Phillipotts, George Alexan-	
Creasor, Jr., John.....	do do do ..	der	April 19, do
Cameron, Alexander.....	October 10, do ..	Patterson, Christopher S..	do 27, do
Cookman, John.....	February 6, 1855..	Powell, Charles Henry....	December 28, do
Cozens, Charles Sidney....	do 22, do ..	Ross, George	June 1, do
Campbell, Donald.....	March 19, do ..	Rykert, John Charles....	February 22, 1855.
Davis, Joseph Frederick... May 8, 1854..		Richardson, Beverley R ...	March 9, do
Duck, William	September 23, do ..	Snooks, Tunis Love	October 11, 1854.
Eby, Peter.....	June 28, do ..	Ling, Cyrus R.....	do 25, do
Ellerbeck, William H.....	September do do ..	Stuart, John	November 16, do
Eyre, John.....	October 9, do ..	Sherwood, William.....	do 23, do
Everit, Robert John	November 25, do ..	Wood, Edmund B.....	July 16, do
Fortye, Thomas.....	January 22, 1855..	Wilson, Robert John	October 19, do
Ferrie, Jr., Adam.....	February 16, do ..	Worthington, Philip Tur-	
Garrett, William Alexan-		ner	November 22, do
der	October 9, 1854..		

LIST of CORONERS appointed in UPPER CANADA, between the 28th March, 1854, and 28th March, 1855. Appointments, permanent. Fees, not known. Nature of Office, that of Coroner. Authority for appointment, Great Seal Commission.

NAME OF OFFICER.	COUNTY.	DATE	
		OF	APPOINTMENT.
Considine, John W	Lincoln and Welland	March	31, 1854.
McKellar, Dugald	Middlesex	April	19, do.
Thibodo, Augustus J	Hastings	do	20, do.
Allen, Joseph	Carleton	May	do, do.
Patterson, George	Ottawa City	March	18, 1855.
Van Coortlandt, Edward			
Howitt, John	Wellington	May	20, 1854.
Duncan, George	Oxford	June	19, do.
Scott, William	do	September	8, do.
Chadwick, James W	do	March	24, 1855.
Laycock, Hartley S	do		
Sovereign, Jeremiah W	Waterloo	June	20, 1854.
Neimeier, George	do	November	10, do.
Orton, Henry	do	do	17, do.
McGillis, Donald	Lanark and Renfrew	do	27, do.
Sache, Charles Graham	do do	February	3, 1855.
Aitcheson, James	do do		
Philbrick, Cornelius J	York and Peel	October	18, 1854.
Elwood, James G	Leeds and Grenville	do	26, do.
Burritt, Walter H	do do	March	20, 1855.
Norris, John Wesly	Simcoe	November	14, 1854.
Corbert, Joseph	do	December	4, do.
Waugh, David	Perth	do	do, do.
Gibson, John	Prescott and Russell	March	6, 1855.
Symes, Thomas F	Grey	do	20, do.
Wood, John	do		
Van Norman, Jonathan	Halton	February	22, do.
Stewart, Angus			
McCullough, Robert			
Wright, David			
Barber, James			
Flock, Christopher W			
Carter, Samuel			
Freeman, Clarkson			
Gardner, Charles			
Buck, Anson			
Cunningham, John			

LIST of MARRIAGE LICENSE AGENTS appointed in UPPER CANADA, between 28th March, 1854, and 28th March, 1855. Emoluments, for every license issued, 10 shillings. Office, permanent. Nature of the Office, that of Issuer of Marriage Licenses. Authority for appointment, Governor General, by Royal Prerogative.

NAME OF AGENT.	WHERE APPOINTED.	DATE OF APPOINTMENT.
Anderson, Mathew	Waterford and Ramsay	June 19, 1854.
Bell, James	Perth	December 26, do.
Bouchier, William	Georgina	September 19, do.
Clay, William	Norval and Esquesing	October 30, do.
Cameron, Alexander	Bayfield and Stanley	February 27, 1855.
Carroll, H. M.	Warwick	do 12, do.
Chamberlain, Wyatt	Kitley	June 19, 1854.
Eager, Roland B.	Richmond and Carleton	October 14, do.
Elliott, Isaac	Derham	March 12, 1855.
Hill, William	Milton	June 19, 1854.
Lamson, Nathaniel	Simcoe	September 18, do.
McCargar, Joseph	South Gower	December 11, do.
Morris, William J.	Lanark and Renfrew	March 14, 1855.
Magrath, James	Credit	October 17, 1854.
Robinson, Charles	Beaverton	April 18, do.
Roblin, Philip	Ameliasburgh	June 27, do.
Stephens, Coloin	Louisville and Chatham	November 14, do.
Staples, Robert	Cavan	April 25, do.
Stewart, Neil	Vankleek Hill	October 18, do.
Wood, Jacob	Charlottetown	April 6, do.
Wood, Alpheus F.	Hastings	July 11, do.

LIST of MAGISTRATES appointed in UPPER CANADA, between 28th March, 1854, and 28th March, 1855. Appointments, permanent. Nature of Office, that of Magistrate. Authority for Appointment, Great Seal Commission.

UNITED COUNTIES OF LANARK AND RENFREW.

[Date of Appointment, June 1st, 1854.]

John G. Malloch, Anthony Leslie, Donald Fraser, Mathew Leach, George Tennant, Joshua Adams, William Brooke, James Shaw, William Simpson, John Haggart, James Rosamond, Peter McGregor, Robert Bell, Alexander McDonell, John Smith, William Wallace, Thomas McCaffry, Patrick Campbell, Henry Airth, Hugh Dickson, William Allan, Richard Bennett, Andrew Playfair, Sutton Fritzsche, John Halladay, William James, William Jones, Robert Davis, Colin McLaren, Alexander McLaren, William Houston, James Scott, Alexander Moffatt, William Richards, James Jackson, Hophney Ayton, William Halfpenny, John Robertson, John Canboy, Reuben A. Knapp, James Shields, Robinson Harper, James Gillhully, James Bell, John P. Grant, John Doran, James Mair, James Templeton, Thomas Mansfield, Alexander Ferguson, Henry Ferguson, Hugh Robertson, Henry McDonald, Patrick Dowdall, Josias Richey, William Lees, John Ritchie, John Motherwell, John W. Adams, James Noonan, Henry Lake, Thomas Nichol, Abel R. Ward, John Wilson, John Allan, Patrick Byrnes, William Purdon, George Blair, Edward McCrea (Jr.), Peter Shields, James N. McCrea, Alpheus Bissell, Michael Kelly, John Foster, Rufus Andrews, Edward Doolan, William Scott, Robert Robertson, Jean W. Anderson, James Smith, David Wilson, Robert Smith, Alvah Adams, David Campbell, John Robertson, Greville Toshack, Smith Coleman, John Bowland, Michael Murphy, George Blair, John Murphy, Arthur McArthur, Andrew Russell, Charles Royce, Robert Brown, Archibald Patterson, Elias Moore, Thomas Gorman, Ezra Rose, Alexander Fraser, Gerrard McCrea, Duncan Ferguson, Henry Fitzpatrick, John Murphy, John Paris, James Morris (Jr.), George Rochester, David F. Brown, Peter White, William Moffatt, Hugh Fraser, Ephraim Olmstead, James Grant, John McLauren, John Shaw, John King, Caleb S. Bellows, Hiram Chamberlain, Hugh Hamilton, Robert McIntyre, Thomas Brady, James S. Nichol, Francis G. Hall, James Allan, John Ferguson, Archibald McDougall, J. T. Beckwith, John Deacon, John Stevenson, John Hall, Thomas Tenant, Alexander Stevenson, David Galbraith, Robert Smith, John Bell, John Supple, James Young, John Shaw, James Burrows, James Maitland, Joshua Bates, John Ferguson, Darrich Craig, James H. Wylie.

[Date of Appointment, June 30th, 1854.]

James Duncan, William Morris, Charles Vandusen, Thomas Giff, Simon D. Merrick, Archibald McPhail, John Stewart, Peter Maitland, Michael J. Hickey, John Lorn McDougall, Peter Clark, David Woods, Gabriel Chambers, Silas Andrews.

LIST of MAGISTRATES appointed in UPPER CANADA, between 28th March, 1854, and 28th March, 1855.—(*Continued.*)—Appointments, permanent. Nature of Office, that of Magistrate. Authority for Appointment, Great Seal Commission.

COUNTY OF KENT.

[*Date of Appointment, June 1st, 1854.*]

William B. Wells, Thomas McCrae (Jr.), George Duck, Archibald McKellar, Timothy Dillon, Thomas McIntyre, Robert Mitchell, Otis Ingalls, James G. Shaw, James Smith, Alexander R. Robertson, James Burns, William Baby, John F. Delmege, George Young, Walter Patterson, William Decow, John Unsworth, Edward Ridley, Henry Ronalds, John W. Keating, John Prince, John L. Dolsen, John S. Vosburg, Abraham S. Holmes, Albert P. Salter, William A. Everitt, Samuel Arnold, John Traxler, John Fisher, William McLean, Solomon M. Knapp, John B. Williams, Duncan McVicar, Henry Ridley, Daniel Moorehouse, William Lattimer, Joseph Richardson, Richard Rushton, Stephen White, Thomas Jenner, E. M. Handy, Robert Mitchell, Thomas Smith, John M. Dolsen, Stephen Kinney, David B. Smith, Richard Stephenson, David Sherman, J. P. Platt Merrill, William Chambers, Thomas Pards, Joseph Smith, Francis Drake, Robert Smith, Peter Simpson, Alexander McGregor, John Smith, Gilman King, Nathaniel Hughson, Joseph Mills, William Gordon, John McMichael, William Shackleton, Thomas Jackson, Thomas Renwick, George Thomas, Alexander Charteris, Henry Eberts, John Jacob, Philip Andrews, John Waddell, Joseph Northwood.

COUNTY OF HALTON.

[*Date of Appointment, February 22, 1855.*]

Joseph Davis, William McKay, Thomas Tyffe, George Brown, Henry Harwood, Peter Kinney, Justus W. Williams, Thomas Racey, Levi Willson, Caleb Hopkins, John T. Howell, William Barber, David R. Springer, John White, Peter Fisher, James Cleaver, John Bück, Charles Sovereign, James P. Gage, Samuel Bowman, James Applebee, Samuel Clarke, George K. Chisholm, Robert K. Chisholm, James Cobban, Adam Sproat, Joseph Ireland, Andrew Patton, John Jarvis, John F. Orr, Ezra Bray, Henry Wilmot, Thomas Jull, Thompson Smith, Charles Calham, Benjamin Hagaman, William Davis, Jacob Lawrence, John Hunter, John McNaughton, James Menzies, Robert S. Hall, George C. Crawford, Alexander Grant, John Stewart, James White, Duncan Stewart, Charles Williams, Allan McPherson, Alexander McNaughton, Thomas Easterbrook, James McNair, James Walters, Archibald Campbell, Joseph Fletcher, Joshua Freeman, Henry Simmerman, William Spence, Robert Miller, Daniel McLeod, Thomas Douglas, William Buntin, George Ghent, Alexander Brown, Socrates Center, Asa Hall, George Kennedy, John Bessey, John Freeman, Lachlin McDonald, Rufus Adams, Philo Dayfoot, William Clay, William Joyce, Nathaniel Bell, Hiram Smith, Edward Thomas, William Robinson, William Beatty, George C. McKenzie, John Gillis, William Panton, Robert Hill, James Fraser, James Young, Harvey M. Switzer, Andrew M. Chisholm, John Youart, John Kinney, Robert Smith, George Thompson, William Hutcheon, Joseph Featherston, William G. Pettit, Thomas Bowes, John Lucas, George Calvert, Walter Laidlaw, William Paxton, Francis Hamburgh, Thomas Baxter, John Wilson, David Duff, Hugh Mason, Samuel Marlatt, Richard Cowin, John McGregor, Titus G. Cummings, John McIntosh, James Arnot, Duncan McTavish, David Cross, James Cameron, Francis Kent, Thomas Elliot, John L. Bigger, Samuel Switzer, John Griffin, Richard Tracey, Robert Douglas, John McKinnon.

LIST of MAGISTRATES, appointed in UPPER CANADA, between 28th March, 1854, and 28th March, 1855.—(*Continued.*)—Appointments, permanent. Nature of Office, that of Magistrate. Authority for Appointment, Great Seal Commission.

COUNTY OF WENTWORTH.

[*Date of Appointment, January 1st, 1855.*]

Alexander Logie.

COUNTY OF WELLINGTON.

[*Date of Appointment, December 27th, 1854.*]

Archibald McDonald, (Jr.)

COUNTY OF ESSEX.

[*Date of Appointment, July 14th, 1854.*]

Charles Hunt, William Gaspé Hall, Henry Kennedy, Joseph Henry Crow, Thomas Salmon, Robert Donaldson, Spencer Peel.

TOWN OF PORT HOPE.

[*Date of Appointment, June 16th, 1854.*]

John Wright, John R. McDermott, Cornelius Quinlan, James Grant, Robert N. Waddell, Francis H. Burton, Charles Hughes, Thomas Benson.

RETURN of PERSONS appointed to OFFICES of HONOR and EMOLUMENT in LOWER CANADA, from the 28th March, 1854, to the 28th March, 1855.

NAME OF OFFICER.	Date of Appointment.	Temporary or Permanent.	Salary or Emolument.	NATURE OF OFFICE.
John Mooney * } Donald McKillop * }	March 28, 1854..	Temporary.	Nil	{ Municipal Councilors for the Township of Inverness.
Owen Henney * } Samuel Langmore * }	do do, do ..	do ..	do	{ Municipal Councilors for the Township of Nelson.
Cyprien Blanchet †	April 3, do ..	Permanent.	do	{ Commissioner, "Dedimus Potestatem."
Cyrille Laurandeau * } Jean Baptiste Mercure * .. }	do do, do ..	Temporary.	do	{ Municipal Councilors for the Township of Somerset.
Pierre Salois † } Joseph Bergeron, file † ... } Simon M. Brunault † } Simon Brouillard † } A. Mondore †	do do, do ..	Permanent.	do	{ Small Cause Commissioners, Parish of Saint David.
Charles Peloquin † } Norbert Gauthier † } David Lefebvre †	March 28, do ..	do ..	do	{ Small Cause Commissioners, Parish of Saint Jude.
Thomas Wood † } Narcisse Plamondon † } Charles Campbell † } Andre Bezeau † } C. P. DeChamplain † } Louis M. Rousseau † } William Scott †	do 20, do ..	do ..	do	{ Small Cause Commissioners, Township of Halifax.
Jean M. Halary † } Dominique Chartier dit } Robert †	do 18, do ..	do ..	do	{ Small Cause Commissioners, Parish of Saint Jerome.
Melchier Prevost † } Godfroi Laviolette † } Louis Z. Auger †	do do, do ..	do ..	do	{ Commissioner, Dedimus Potestatem.
Jean Octave Chalut †	April 8, do ..	do ..	do	{ Commissioner, Dedimus Potestatem.

Authority for Appointment, viz:—

* Order in Council.

† Great Seal Commission.

RETURN of PERSONS appointed to OFFICES of HONOR and EMOLUMENT in LOWER CANADA, &c.—(Continued.)

NAME OF OFFICER.	Date of Appointment.	Temporary. or Permanent.	Salary or Emolument.	NATURE OF OFFICE.
Charles Panet † Louis Massue † George B. Faribault † A. B. Serois Duplessis † Joseph E. Deblois †	April 11, 1854..	Permanent.	Nil	Commissioners for the erection of Parishes, &c., &c., within the Roman Catholic Diocese of Quebec.
Pierre Louis Panet † Jacques Viger † Joseph Roy † Joseph U. Beaudry † Alfred Pinsonneault †	do do do ..	do ..	do	Commissioners for the erection of Parishes, &c., &c., within the Roman Catholic Diocese of Montreal.
Peter C. Lord * Robert Bennett *	do 8, do ..	Temporary.	do	Municipal Councillors for the Township of Ireland.
James Hunt * Levi Hodgkinson *	do do do ..	do ..	do	Municipal Councillors for the Township of Wolfstown.
Alexis Giard † Joseph Germain † Michel Godard † Theotime Marchessault † François Payan † Captain J. H. Francklyn, R.A *	do 10, do ..	Permanent.	do	Small Cause Commissioners, Parish of Saint Ours.
George M. Douglas, M.D. * ..	do do do ..	do ..	£1 per diem ...	Superintendent of Emigration Gross Isle.
				Medical Superintendent of Emigration, Gross Isle.
Dunbar Ross † Robert S. M. Bouchette † ..	May 4, do ..	do ..	{ See Public Accounts ..	Commissioners to enquire into the causes and circumstances of the Fire on the night of the 3rd May, 1854, which consumed the Building temporarily engaged for the holding of the Legislature.

Authority for Appointment, viz:—

* Order in Council.

† Great Seal Commission.

‡ Order in Council and Privy Seal.

‡ Commission.

RETURN of PERSONS appointed to OFFICES of HONOR and EMOLUMENT in LOWER CANADA, &c.—(Continued.)

NAME OF OFFICER.	Date of Appointment.	Temporary or Permanent.	Salary or Emolument.	NATURE OF OFFICE.	
Pierre H. Guyon †..... } Thomas Hackett †..... } Charles Livigny †..... }	May 5, 1854..	Permanent.	Not known ...	Justices of the Peace, District of Montreal.	
Joseph Parent *..... } Jean Zepherin Nault *..... }	April 20, do ..	Temporary.	£200 for season.		Inspecting Physician, Port of Quebec.
Horatio Nelson Jones †.....	May 12, do ..	Permanent.	Nil		Warden, Trinity House, Quebec
Anthony VonIffland †.....	do 20, do ..	do ..	Not known ...	Justice of the Peace, District of Quebec.	
George Roy Audy †..... } Joseph Olivier Laurandeu †..... }	do do, do ..	do ..	do	Justices of the Peace, District of Montreal.	
Ambroise Trudel †.....	June 14, do ..	do ..	do	Agent for commutation of tenure, under 10 & 11 Vic., cap. 111.	
Joseph W. A. R. Masson † } François Leclaire †..... } Henry Starnes †..... } Charles Damase Roy †..... } Canfield Dorwin †..... } Emery Lalonde †..... } Francis Hughes †..... }	do 23, do ..	do ..	do	Justices of the Peace, District of Montreal.	
Walton Smith †..... } Joseph Wyman †..... }	do do, do ..	do ..	.....	Justices of the Peace, District of Ottawa.
Isoïe Fauteux †..... } Edouard Hamelin †..... } Charles Sevigny †..... }	do 20, do ..	do ..	Nil	Small Cause Commissioners, Parish of St. Barthelemy	
Charles Alleyn †..... } William Marsden, M.D. †..... } Edouard Rousseau, M.D. †..... } James Arthur Sewell, M.D. †..... }	July 5, do ..	Temporary.	do	Members Central Board of Health, under 12 Vic., cap. 8.	
Olivier Robitaille †.....					
Thomas Blatherwick, M.D. †.....					
Alexander C. Buchanan †.....					
William Quin †.....					
Cyrille Delagrave †.....					
Michel Tessier †.....					
William Reeves †.....					
François Xavier Barbauld †.....					
Hubert Gregoire †.....					
Pierre Hebert fils †..... } Loop Adell †..... }	do 22, do ..	Permanent.	do	Small Cause Commissioners, Parish of Saint Cyprien.	

Authority for appointment, viz:—

* Order in Council.

† Great Seal Commission.

RETURN of PERSONS appointed to OFFICES of HONOR and EMOLUMENT in LOWER CANADA, &c.—(Continued.)

NAME OF OFFICER.	Date of Appointment.	Temporary or Permanent.	Salary or Emolument.	NATURE OF OFFICE.
William Cleghorn † Louis Grondin † Theophile Lefebvre †	July 22, 1854..	Permanent.	Nil	{ Small Cause Commission- ers, Parish of Saint Philippe.
Thomas Hackett † Daniel McMillan † François CinqMars † Pierre Guyon † Thomas Wallace † Louis Lascault † Jeremiah Ryan †	do do, do ..	do ..	do	{ Small Cause Commission- ers, Township of Milton.
Donald McPhee † Frederick S. Verity † Julius Scriver † Dorithé Dupras † Horace N. Delesderniers † Stephen L. Hungerford † François CinqMars † Jean Baptiste Leblanc † Gilbert Brisson †	do do, do ..	do ..	do	{ Small Cause Commission- ers, Township of Hemming- ford.
Stephen S. Hungerford James N. Pettis † Stephen Pettis † Hilaire Choale † Jean Baptiste Paradis † Jean Baptiste Bigras † Michell Maille † William Henry Scott † Narcisse Gauthier †	August 19, do ..	do ..	Not known	{ Justices of the Peace, District of Montreal.
Louis Brassard † Bazile Dunois † Felix Geoffrion † François Prevost, Senior † Philippe Benoit †	do 18, do ..	do ..	do	{ Small Cause Commission- ers, Township of Brome.
Joseph Octave Leduc † Mals Gabourian † Antoine D. Hurtubise † Jean Flavien Bourque † Auguste M. Roy † Benjamin DeGuire † Placide Bélanger † Michel Bourbonnois †	do 19, do ..	do ..	Nil	{ Small Cause Commission- ers, Parish of Saint Saveur.
Noël Haut dit Coutuvier † Benjamin Michaud † Jean Marie Castonguay †	September 7, do ..	do ..	do	{ Small Cause Commission- ers, Parish of Ste. Julie.
	August 24, do ..	do ..	do	{ Small Cause Commission- ers, Parish of Saint Bruno.
	September 7, do ..	do ..	do	{ Small Cause Commission- ers, Parish of Saint Clet.
	do 19, do ..	do ..	do	{ Small Cause Commission- ers, Parish of Sainte Helene.

Authority for Appointment, viz :—

† Great Seal Commission.

RETURN of PERSONS appointed to OFFICES of HONOR and EMOLUMENT in LOWER CANADA, &c.—(Continued.)

NAME OF OFFICER.	Date of Appointment.	Temporary. or Permanent.	Salary or Emolument.	NATURE OF OFFICE.
Jean Antoine Panet †	August 25, 1854..	Permanent.	Feee, &c	Coroner, District of Quebec.
Felix Geoffrion †	September 6, 1854..	do ..	do	
Paul Payan *	do do, do ..	Temporary.	Nil	Registrar, Coun- of Verchères. Municipal Coun- cillor, Parish of Saint Mi- chel d'Yamas- ka.
François J. Rinfret † Thomas Alexander Lam- bert †	do 16, do ..	Permanent.	do	Justices of the Peace, District of Quebec.
Edmond Clement † Olivier Hebert † John B. Allsopp † Joseph Beriou † John Wilson †	do 7, do ..	do ..	do	
Antoine Bazin † Etienne Boucher † Louis Gill † Olivier B. Coutu † Louis Cartier † Jean B. L. Villemure † Adolphe Marier † Isidore Legault † Cyprien Beroleau dit La- fleur † Elie Mignerou † Enoch Baker † George N. Cleaveland † William R. Philbric † Joseph L. Goodhue † George Bangs † Elijah Parker Gilman † Stephen L. Hungerford † James H. Pettis † Stephen Pettis †	do 14, do ..	do ..	do	Small Cause Commission- ers, Parish of Saint Romu- ald de Farn- ham.
do	do 16, do ..	do ..	do	
do	do 19, do ..	do ..	do	Small Cause Commission- ers, Parish of Saint François du Lac.
do	do 16, do ..	do ..	do	
do	do 19, do ..	do ..	do	Small Cause Commission- ers, Township of Shipton.
do	do do, do ..	do ..	do	
do	do do, do ..	do ..	do	Small Cause Commission- ers, Township of Brome.
do	do do, do ..	do ..	do	
George Frederick Tremblay †	October 19, do ..	do ..	Fees, &c.	Registrar, Coun- ty of Gaspé.
Valere Guillet †	do 16, do ..	do ..	do	Commission Agent, Three Rivers.
Joseph Meagher †	September 26, do ..	do ..	£200 per annum	Inspector of Common Schools, Dis- trict of Gaspé.

Authority for Appointment, viz:—

* Order in Council.

† Great Seal Commission.

RETURN of PERSONS appointed to OFFICES of HONOR and EMOLUMENT in LOWER CANADA, &c.—(Continued.)

NAME of OFFICER.	Date of Appointment.	Temporary or Permanent.	Salary or Emolument.	NATURE OF OFFICE.
George N. Cleaveland *.....	October 16, 1854..	Temporary.	Nil	{ Municipal Councillor for the Township of Standbridge.
Ferdinand Filteau †.....	do 27, do ..	Permanent.	do	{ Small Cause Commissioners, Parish of St. Geneviève de Batiscan.
Eustache Bigne dit Nobert †.....				
Robert Trudel †.....				
Pierre Lefebvre †.....				
François D'Assise Fugere †.....				
Francis Gauthier †.....				
Pierre Giroux †.....	November 11, do ..	do ..	Not known ...	{ Justices of the Peace, District of Quebec.
Montague C. Sewell †.....				
Henry Crawford †.....				
Victor Leclerc †.....				
Vital Baillargeon †.....				
William Henry Allen Davies †.....	do do, do ..	do ..	do	{ Justices of the Peace, District of Montreal.
John Joseph Loy †.....				
Joachim J. Watier †.....				
D. Amable Coutlé †.....				
François X. Watier †.....				
Isaac Hagle †.....				
Lucien Roy †.....				
Julien Lamoureux †.....				
Jean Fabien Bourge †.....				
Orange Tyler †.....				
James Watts †.....				
Damien Masson †.....				
William Snaith †.....				
James McFarland †.....				
Thomas Carrigan †.....				
Edmund Heath †.....				
William O'Meara †.....				
Tyler Wellington Hurd †.....	do do, do ..	do ..	do	{ Justice of the Peace, District of Saint Francis.
Elias Collas †.....	do do, do ..	do ..	do	{ Justice of the Peace, District of Gaspé
Amable Demers †.....	do 18, do ..	do ..	Nil	{ Small Cause Commissioners, Parish of Saint Joseph de Chambly.
Noël Lareau †.....				
Eusebe H. Frechette †.....				
John Hackett †.....				
Michel Lamoureux †.....				
Jean Baptiste Charrons †.....				

Authority for Appointment, viz:—

* Order in Council.

† Great Seal Commission.

RETURN of PERSONS appointed to OFFICES of HONOR and EMOLUMENT in LOWER CANADA, &c.—(Continued.)

NAME OF OFFICER.	Date of Appointment.	Temporary or Permanent.	Salary or Emolument.	NATURE OF OFFICE.
Louis Girard † Philibert Lafamme † Hubert Piche † Charles Blain †	November 18, 1854..	Permanent.	Nil	Small Cause Commission- ers, Parish of Saint Hugues.
Alexander Roy † Napoleon Robillard † Dominique A. Coutlée † ..					do 27, do ..	do	do .....	Small Cause Commission- ers, Parish of Saint Joseph de Soulanges.
Jean Baptiste Daoust † ... J. B. Proulx dit Clement † Louis Ouemette † George Nelson Allbright † Archibald McDonald † Henry F. A. McArthur † .. Noël Menard †	December 6, do ..	do ..	Not known	Justices of the Peace, District of Montreal,
Moÿse Fournier † .. Joseph Drakes † Jean F. X. Brique † Louis Belanger † A. Benjamin Papineau † .. Charles Smallwood † Louis Alexander Lahaise † Louis Lavoie, Junior † ... François X. Monciant † ..					do ..	do ..	Nil .....	Small Cause Commission- ers, Parish of Saint Martin.
Joseph Lemaitre † Joseph Adolphe Smith † .. Joseph Duguay † Paul Payan †	December 14, do ..	do ..	Not known	Justices of the Peace, District of Three Ri- vers.
Olivier Ardouin Coutu † .. Felix Gill † .....					do ..	do ..	Nil .....	Queen's Counsel.
Antoine Polette † Henry H. Judah † George Okill Stuart † Frederick Griffin † Gustavus W. Wicksteed † .. Honorable Narcisse F. Bel- leau †	do 18, do ..	do ..	Nil	Queen's Counsel.
Honorable Jean Chabot † .. Andrew Stuart † William L. Felton † Norbert Dumas † George Etienne Cartier † .. Samuel C. Monk † Honorable Louis V. Si- cotte † .....					do ..	do ..	Nil .....	Queen's Counsel.
François X. Lemieux † ... Timothy Lee Terrill † Thomas J. Jacques Loran- ger †				

Authority for Appointment, viz :—

† Great Seal Commission.

RETURN of PERSONS appointed to OFFICES of HONOR and EMOLUMENT in LOWER CANADA, &c.—(Continued.)

NAME OF OFFICER.	Date of Appointment.	Temporary or Permanent.	Salary or Emolument.	NATURE OF OFFICE.
James Smith †	December 27, 1854..	Permanent.	Fees, &c	{ Clerk, Circuit Court, Rimouski.
Joseph Antoine O. Tetreault †	January 18, 1855..	do	Nil	{ Small Cause Commissioners, Parish of Saint Pie.
Jean Louis Beauchamp †				
André Benoni Brien †				
Job L. Heureux †				
Joseph Lemaitre †	do do do ..	do	do	{ Small Cause Commissioners, Parish of Saint Thomas de Pierreville.
William Pitt †				
Godfrey Lemaitre †				
Louis G. Coté †				
Honorable John Young †	do 17, do ..	do	do	{ Harbour Commissioners, Montreal.
George Etienne Cartier †				
Hannibal H. Whitney †				
Rollo Campbell †				
Alexander Graham †				
Theophile Brault †				
Stanislas Laporte †	do 23, do ..	do	Not known	{ Justices of the Peace, District of Montreal.
Alonzo Farce †				
Roswell Canfield †				
Joseph Baudin †				
Alfred Pinsonneault †				
Alexander Duff †				
Honorable John F. Duval †	do 26, do ..	do	{ See Public Accounts ..	{ Judge, Court of Queen's Bench
Honorable René Edouard Caron †	do 27, do ..	do	do do ..	{ Judge, Court of Queen's Bench
Honorable Augustin N. Morin †	do 26, do ..	do	do do ..	{ Judge, Superior Court.
Honorable William Badgley †	do 27, do ..	do	do do ..	{ Judge, Superior Court.
Charles LeTellier †	do 29, do ..	do	{ Justices of the Peace, District of Quebec.
Philippe Vient †				
Severe René †	do 31, do ..	do	Nil	{ Small Cause Commissioners, Parish of Saint Monique
Patrick White †				
Owen Sweeny †				
Modeste Provancher †				
Benoni Laplante †				
Tancrede Sauvegeau †	do do, do ..	do	Fees, &c	{ Registrar, 1st District, County of Huntingdon.
John Short † and Edward Morris †	February 9, do ..	do	{ See Public Accounts ..	{ Joint Clerk of the Crown, District of Saint Francis.

Authority for Appointment, viz :—

† Great Seal Commission.

RETURN of PERSONS appointed to OFFICES of HONOR and EMOLUMENT in LOWER CANADA, &c.—(*Continued.*)

NAME OF OFFICER.	Date of Appointment.	Temporary. or Permanent.	Salary or Emolument.	RETURN OF OFFICE.
John Short † and } Edward Morris † }	February 9, 1855..	Permanent.	{ See Public Accounts..	{ Joint Prothono- tary and Clerk of the Superi- or Court, Dis- trict of Saint Francis.
do †	do do, do ..	do ..	do do ..	{ Clerk of the Cir- cuit Court of the Sher- brooke Circuit
do †	do do, do ..	do ..	do do ..	{ Joint Clerk of the Peace, Dis- trict of Saint Francis.
Jean Otisse † } James Forbaise † } Edouard Lacroix † } Louis Auguste Huot † } Charles Thibeault † }	do 8, do ..	do ..	Nil	{ Small Cause Commission- ers, Parish of Saint Jerome de Matane.
Lyman Young † } James Drennen † } Joseph Cloutier † } Abraham Thomas Beard † } Robert Air † }	do do, do ..	do ..	do	{ Small Cause Commission- ers, Parish of Kingsey.
Henry Judah † } Simeon Lelievre † } Louis Archambault † }	do 24, do ..	.....	.....	{ Commissioners under "The "Seigniorial " Act of 1854"
Asa Cooke † } Edward Cole † } Stephen Tucker † } John Hubert Mackay † } Charles J. F. Robinson † }	January 23, do ..	Permanent.	Nil	{ Commissioners of Small Causes, Parish of Saint Ange- lique de la Pe- tete Nation.
Ebenezer Fish † } William Newton † } William Sargeant † } Charles Richard † } David Beliveau † }	March 19, do ..	do ..	Not known	{ Justices of the Peace, District of Montreal.
Benjamin F. Clough † } William Farwell † } Auguste Quesnel † } Joseph Lambert † } Neal McFaden † } Emmanuel Brulé † }	do do, do ..	do ..	do	{ Justices of the Peace, District of Three Ri- vers.
Leonard K. Benton † } James M. Locke † }	do do, do ..	do ..	do	{ Justices of the Peace, District of Saint Fran- cis.

Authority for Appointment, viz :—

† Great Seal Commission.

RETURN of PERSONS appointed to OFFICES of HONOR and EMOLUMENT in LOWER CANADA, &c.—(Continued.)

NAME OF OFFICER.	Date of Appointment.	Temporary or Permanent.	Salary or Emolument.	NATURE OF OFFICE.
Emmanuel Brulé †	March 18, 1855..	Permanent.	Nil	Small Cause Commissioners, Parish of Saint Didace.
Joseph Lambert †				
Joseph Couture †				
Louis Paquin †				
Jean Germain †				
Neal McFaden †	do 24, do ..	do ..	do	Small Cause Commissioners, Parish of Saint André Avelin.
Edouard Leduc †				
Joseph A. Levis †				
Jean Baptiste Lafamme †				
Auguste Goyer dit Bellesée †				
James Read †	do 19, do ..	do ..	do	Small Cause Commissioners, Parish of Saint Felix de Valois.
Amable Jette †				
Leon L'Heureux †				
Edouard Coutu †				
René Lippi †				
Honorable P. H. Knowlton †	do 24, do ..	do ..	Not known	Justices of the Peace, District of Montreal.
Jacob DeWitt †				
Benjamin Holmes †				
John Donegani †				
John Bruneau †				
Hosea B. Smith †	do do, do ..	do ..	do	Justices of the Peace, District of Montreal.
Amos H. Vaughan †				
Gardner Green †				
Josiah P. Barber †				
Abel Lewis Taylor †				
Joseph G. Laviolette †	do do, do ..	do ..	do	Justices of the Peace, District of Saint Francis.
John McConnell †				
Abel Boynton Johnson †				
George W. Brooks †	do do, do ..	do ..	do	Justice of the Peace, District of Three Rivers.
Joseph Couture †				
George W. Brooks †	do 27, do ..	do ..	Nil	Small Cause Commissioners, Township of Ascot.
William Walker †				
Alexander Thomson †				
Joseph H. Terrill †				
Adam Lomas †				
Sylvester B. Jencks †				

Authority for Appointment, viz:—

† Great Seal Commission.

RETURN of PERSONS appointed to OFFICES of HONOR and EMOLUMENT in LOWER CANADA, &c.—(Continued.)

NAME OF OFFICER.	Date of Appointment.	Temporary or Permanent.	Salary or Emolument.	NATURE OF OFFICE.
Adolphus Stein † } Noël A. Beaudet † } James Goodhue, Junior † } Antoine Gagnon † } Alexis Lavigne † }	March 27, 1855..	Permanent.	Nil	{ Small Cause Commissioners, Parish of Saint Christophe d'Arthabaska.

Authority for Appointment, viz:—

† Great Seal Commission.

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