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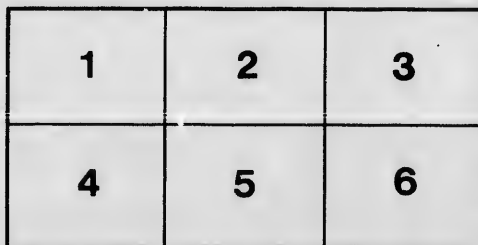
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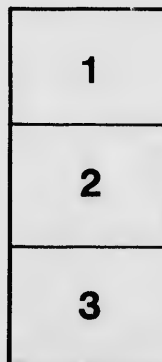
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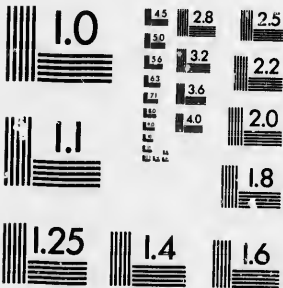
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13.
CLAIMS

OF

EDWARD QUINN,

LUMBERER,

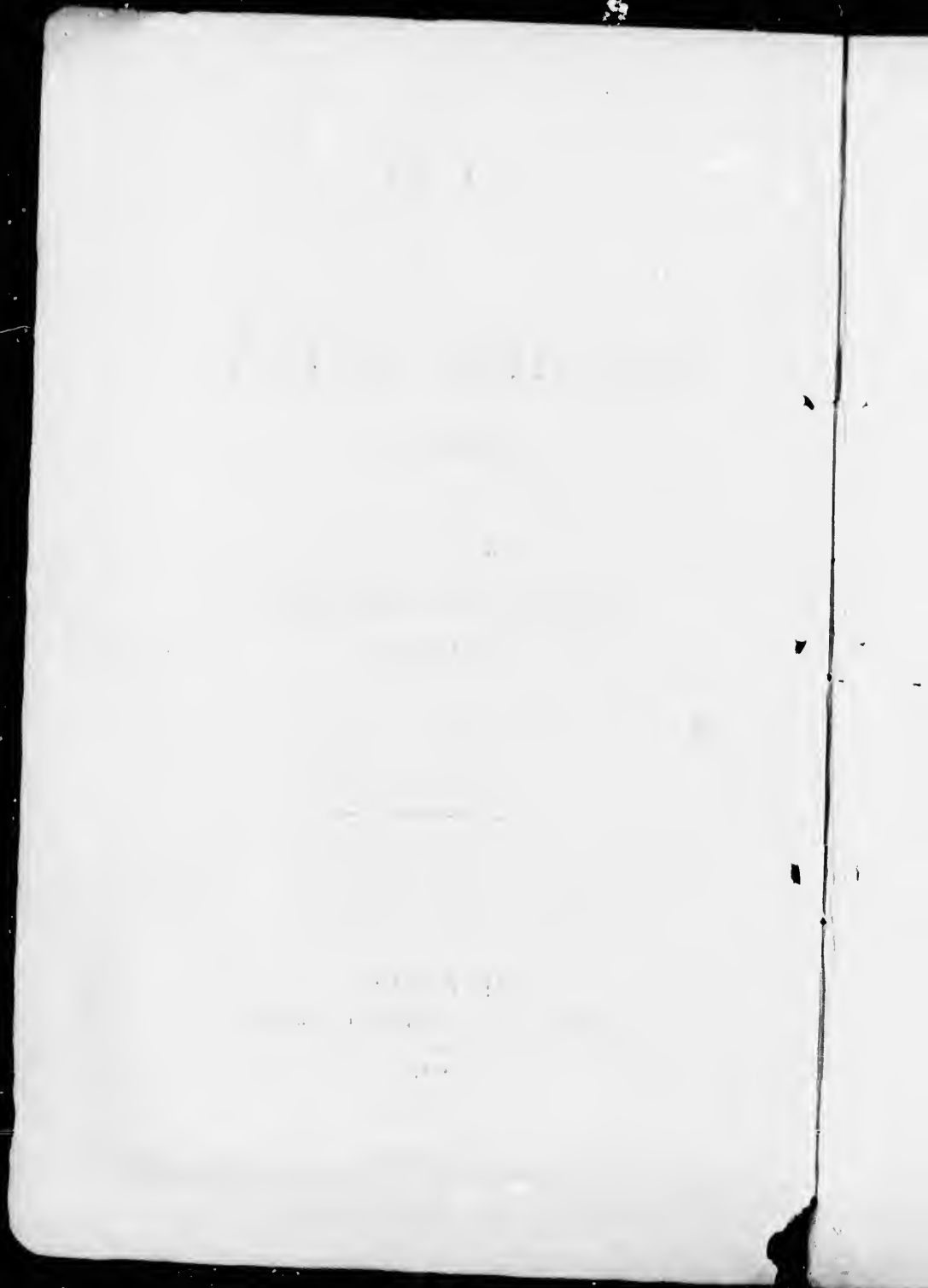
FOR

INDEMNITY AGAINST THE GOVERNMENT, FOR LOSSES SUSTAINED IN THE
ST. MAURICE TERRITORY.

QUEBEC:

PRINTED BY AUGUSTIN COTÉ & Co.

1858.



Quebec,

1858.

SIR,

I beg leave respectfully to lay before you the accompanying statement respecting my claims against the Government for indemnity and request for the same a perusal at your hands.

I have the honor to be,

Sir,

Your obedient humble servant,

EDWARD QUINN.

STATEMENT of the claims of Edward Quinn, Lumberer, for indemnity against the Government for losses sustained in the St. Maurice territory.

In venturing to lay before the honorable members of the Provincial Parliament, and the public, a statement of my claims against the Government of this Province for losses sustained by me in lumbering operations on the river St. Maurice and its tributaries, and other just claims indirectly connected therewith, I am impelled by the thorough conviction which I entertain of the attention and justice which a plain and simple recital of these claims will receive at their hands, and will endeavour to submit the same in as concise manner as possible. The grounds upon which they are made are not only of a private but also of a public nature, inasmuch as the great improvements made by me have had the effect of opening up one of the most important tracts of country in the province and thereby greatly enhancing the value of the government domain, and materially increasing the revenue thereof. I am desirous of being understood that, until I commenced lumbering on the St. Maurice, little or nothing was known of the vast resources of that country, and if the Territory has of late been brought into public notice it is mainly due, as is well known, to the determined perseverance with which I commenced and continued my operations therein, and contrary to the advice of many practical men who would have dissuaded me from the enterprise, and to my endless struggles against the almost insuperable obstacles which I had to encounter in opening it up.

I will, however, submit my case to your consideration, trusting that, under our present system of Government the just claims of an individual for losses sustained in conferring a public benefit on the Province will be fairly, and

impartially considered, and that when the facts are fully known that I will obtain ample and full redress of the grievance of which I now complain.

EDWARD QUINN.

In the winter of 1850-51 my brother, who was connected with me in business at that time, and myself were engaged in getting out Lumber in the Township of Shawanagan, near Three Rivers, having reason to believe from report that large quantities of timber and of good quality was to be had on the river St. Maurice and its tributaries.

In the month of February, 1851, we equipped and sent to the woods at considerable expense an exploring party, all of whom were well acquainted with Timber hunting in the upper province, and in whose knowledge we had full confidence, with instructions that when they got a certain distance up the river, say about 130 miles, they were to separate, part of them to go on either side of the St. Maurice and explore the rivers Vermillion, and Tranehe, the former of which enters into the St. Maurice about 126 miles north of Three Rivers, and the latter eight miles further up the St. Maurice. This was done for the purpose of getting a correct and reliable report as to the quantity and quality of the Timber as well as to the prospect of bringing it down the rivers.

The report having been thus obtained, and being of a very encouraging nature, we were tempted to embark in the Lumber business on the St. Maurice with all the means at our disposal. We were worth on that day £15,000, independent of all liabilities, with almost unbounded credit. On the strength of the above report, we applied in the usual way for limits, according to the then existing timber regulations, at the same time making the necessary deposit of money with the crown timber agent of the district, and for which we never got credit in any shape. In the following summer we

sent up men, made hay, built Houses, Chantiers, Stores, opened roads, &c., and in short spared no expense in making preparations for carrying on an extensive business; encouragement being held out that the Government were about to improve the river in such manner that the Timber would come down in safety.

With the view of being prepared when the improvements should be even partially made, we collected and forwarded at enormous expense all descriptions of supplies. Some idea may be formed of the difficulty of getting up those supplies—in the state the river and Territory was at the time—when it is known that the transport alone from Three Rivers cost 1½d. per lb. *avoir du poids*, for every pound that went there, for all the iron work, chains, grindstones and all materials, as well as pork, flour, &c.; added to this, we were obliged, owing to the many portages, to have all our pork and flour unpacked, the pork put into half barrels, and the flour into bags, so as to be carried on men's backs, large quantities of which were destroyed on the journey. We concluded that the loss occasioned thereby was equal to at least another 1½d. per pound, thus making the whole of our supplies cost 3d. per pound for land and river carriage from Three Rivers to our chantiers.

Even under these disadvantageous circumstances we forwarded pretty large supplies for the first winter's operations; not that we expected to make money that season, but for the purpose of obtaining and maintaining a footing in the "Territory," and while we did not expect any favors from the Government, by way of encouraging an undertaking of this nature, surrounded as it was with difficulties and great risk, even from the most favorable point of view, and when a considerable amount of money was to be expended in a district amongst its inhabitants, the greater number of whom were hitherto unprofitably employed, and while, as I stated above, we expected no favors from the Government, it never entered into our mind that we would not

get justice from what we considered a paternal and responsible Government freely chosen by a free people. How far we were justified in our honest confidence will be seen by the sequel.

Well, we headed in with all our means to that howling wilderness, and commenced making timber at a distance of over 100 miles from any inhabitant, without roads, unless those made by ourselves; we went in not as squatters or trespassers but in accordance with the *laws of our country*, and in conformity with the Crown Timber regulations in force all over the province at the time. We made timber that winter, and owing to the roughness of the river, no improvements having been made except towards its mouth, we lost £1750 on that season's operations, which in part might have been expected; but we did not calculate upon so heavy a loss. This was rather serious, but still we persevered hoping that we would ultimately succeed, the government having appropriated large sums of money for the improvement of the river.

Thus fairly into it, any person acquainted with the lumber business can see that it was impossible for us to retrace our steps, without an almost entire sacrifice of the whole of the stock and materials at the *chantiers*, amounting at this stage of the proceedings to over £3,000, as the freight and expenses down would have cost as much as taking them up.

The report of timber being in abundance, and of good quality, spread far and wide, and people from different parts of the country were applying for timber berths; this we encouraged, looking upon it as advantageous to us in assisting in making and keeping roads, and encouraging the Government in making the improvements.

Our timber coming to market in the spring of 1853, and being of superior quality, at once established the character of the "Territory," and increased in the public mind

desire for berths upon which to make timber. Application upon application poured in to that extent that the Crown Lands office seemed to be overwhelmed with them, and in consequence the ordinary way of granting licenses upon applications was put a stop to, the Government having decided to sell the unoccupied limits by public auction. A survey or exploration of the "Territory" took place; new maps were made upon which the extent and boundaries of each limit were shown. All this was done with the understanding that the rights of the parties operating in the Territory would be respected. Certain limits were allotted and reserved to each party carrying on actual operations. Such reservations were of course made entirely at the discretion of the Crown Lands Department, without much respect or regard to the claims and prior applications of said parties. Well, honest people might naturally suppose that these reservations, if made at all, would be made in accordance with the timber regulations in force all over the Province at the time the applications were made, and previous to the outlay by those parties of large sums of money in improvements thereon; but such was not the case.

The name of the St. Maurice territory having spread all over the Province and part of the United States, a great rush was made in the month of October, 1852, from many points for limits therein. In the heat of this excitement the sale of limits took place, and such a sale I believe never was before seen in this country; fabulous prices were paid in the shape of annual ground rent; as much as one hundred and twenty to one hundred and eighty pounds was paid for the privilege of making timber (for one year) on a small limit. Such was the competition at the sale that the number of a limit had only to be mentioned and away it went without much regard to where situated, or to the price to be paid. In many cases after the money was paid the limits were nowhere to be found except on the nice new maps got up for the occasion.

The sale over, the purchasers were notified that they were to pay into the hands of the agent the following day one year's rent on each limit, together with £10 additional, for the purpose of creating a fund for making roads. Many parties who bought limits that day never saw them since, nor never worked them.

The parties in whose favor the reservations were made were now called upon to pay £10. on each limit to the road fund. This was not so unreasonable as the next demand. The agent informed me that the annual ground rents on our limits were not to be computed according to the Crown Timber regulations in force at the time we entered upon the limits, and in good faith made heavy outlay thereon, but on the average of the recent sale; and, be it borne in mind, that the regulations referred to were in force all over the Province at the time, and remain still the same, with the exception of the St. Maurice territory, and that owing to the mode adopted of selling by auction, and parties bidding who never intended to work the limits, we had no alternative but to comply with this unreasonable demand. We might either do so or lose all that we had spent in improvements, as well as all the stock, and materials then on the grounds, amounting in value to several thousand pounds.

*' The sale thus over, and the money paid in, amounting to £— (the road tax alone amounted to over ~~£2000~~) the Crown Timber agent at Three Rivers commenced to open road in that vicinity, by an extension of certain roads leading from the Town of Three Rivers and adjacent to the St. Maurice, which were to be still further extended as the resources of the Territory became developed, and the revenues accruing therefrom increased. The crown timber agent above mentioned, notified us that certain roads were to be cut by contract, and expressed a desire that we should tender for them. We declined to do so, unless a road were opened through from "Batiseau" towards the "Tuque," and if that were to be done, we would tender, this being the

*' Unable to ascertain exact amount

shortest way from our limits to any settlement, whence we could draw supplies, we having previously had explorations of the line made at our own expense. Another advantage in having such a road was, that it ran through the interior and could be travelled a month earlier in the fall, and a month later in the spring, than by the ice on the river St. Maurice. My brother, with whom I had business connections at the time, went to Three Rivers and saw the Crown Timber agent there on the subject, and arranged with him for the cutting of a winter road, from the rear of the Batiscan settlements, to some point on the St. Maurice, between the "Rat River," and "La Tuque," for which we were to get paid at the rate of £12 10s. per mile. The parties who were cutting the roads in the neighbourhood of Three Rivers were getting only £10 per mile, but the difference in price will be understood when it is known that the roads near Three Rivers are contiguous to settlements whence supplies for men and cattle could be easily procured, whereas the road to be cut from Batiscan to the St. Maurice was through a trackless wilderness. We did not expect to get through this work at this rate without considerable apparent loss. Still we thought that the advantages of having such a road, leading from a densely settled country towards our limits, would fully compensate for any difference there would be between the actual cost, and price stipulated for.

As soon as this work was arranged for, being about the middle of November, we immediately despatched two foremen with a number of the best men we could procure, together with Horses and all necessary supplies, determined to get through before the very heavy snow fell, so as the road might be made available for travel that winter. We persevered, and at great expense succeeded in completing the line through to the St. Maurice, falling on to that river about six miles below "La Tuque" falls, and upwards of one hundred miles north of Three Rivers thus having opened a communication from the settlements to the Lumbering

district, a distance of about seventy-five miles, and for which, up to the present day, we have not received as much as one penny.

The road now cut and fit for travel, immediately became the thoroughfare to the upper St. Maurice. We deemed it then time to make a demand for payment; we did so and were put off from time to time, by the Crown Timber agent. At last we sent in a petition to the Honorable the Commissioner of Crown Lands, setting forth our claim. The Crown Timber agent was written to by the Department, to report on the subject. He sent in his report, in which he admitted that the road was of great public benefit and utility, and made with his knowledge and consent, but denied having made the agreement for £12 10s. per mile. This part of the report being a denial of the agreement very naturally surprised and disappointed us. We saw we were completely deceived, having no written agreement with the agent, nor deeming it necessary at the time to have any; in fact, we could not at that time realize what could be the reason of this breach of faith. However, we subsequently learned the cause. It appeared that the agent being only a short time in office did not understand his business, and it was only long after the road was completed and being used, that we found that he was not authorised to make such an agreement, and although the agent told us that he was constrained by a person over him in authority in the Crown Lands Department to send in his Report, couched in such language as not to be an acknowledgement that he had made the above agreement with us, he never yet attempted to deny in private having made such agreement. The Honorable Mr. Morin was Commissioner at the time this work was done, and him, while in that capacity, we petitioned to order us to be paid. He, the Honorable Mr. Morin, did not hesitate to say that he believed we had made the road in good faith with the agent for the price above mentioned, and stated that while he so believed, it was hard for him to do any

thing in the face of the Report, but told us more than once that he did not despair of our claim, and that there were certain moneys at his disposal, (for Colonisation purposes) part of which he thought he would be justified in applying to liquidate such claim; unfortunately for us he resigned his office as Commissioner of Crown Lands before taking any action on our affair, and so it remains to this day.

The cost of this road, which in proportion to our means might be considered enormous, was undertaken by us partly in consideration of the price agreed upon between the agent and ourselves, and for which we never got paid; but more particularly, as stated above, on account of opening a communication with the settlements whence we could derive supplies for our *chantiers*.

All those improvements and expenses were undertaken, and carried out by us, with the hope that when fairly started, the timber standing on our limits would amply remunerate us for all our outlay, as large quantities were to be had at a convenient distance from the river. We opened main roads in different directions through the thickest of the timber on our limits, with the view of taking the whole of it off.

Having all things now ready we went to work in good earnest, but here again we were doomed to disappointment, for immediately on the roads being so finished the Superintendent of Public Works, Mr. Dawson, sent his men on to our most convenient limit, took advantage of our roads made at great expense, and cut and carried off during that winter alone, between 3,000 and 4,000 pieces of our most convenient timber, and frequently since has continued to do so. We applied to the Department of Public Works for some indemnity for our timber thus taken away, as well as the use of our roads which we made for the purpose of hauling out said timber. The Superintendent was written to by the Department for his report on the matter; he reported that he had taken away over 3,000 pieces and recommended that

we should be allowed seventy four pounds! (£74,)! or equal to about 5d. per piece, while we, by a mistake of our men, no lines being run, having made some 300, or 400 pieces on Messrs. Baptist & Co's limit, were obliged to pay 5s. per piece, and that, too, at a distance of 30 miles further up the river, and where, owing to the increased difficulty of getting up supplies for men and horses, the timber taken off our lower limit by the government was worth—piece for piece—at least double that taken by us from Messrs. Baptist & Co's. We refused to receive this small allowance when offered to us, and it was only our poverty, caused by other and greater misfortunes, connected with the St. Maurice "Territory," that compelled us about a year after to accept of it, and when despairing of any redress to our just claims. It may be said that the government had a legal right to take this timber for public purposes. That we do not deny; but while we admit such right, we at the same time presume the right of individuals who suffer thereby, to a *reasonable* indemnity. It will be admitted that it is a hardship for individuals who, it is publicly known, have lost so much in opening up a new country for the purpose of taking out lumber, and just when they have got all things ready for so doing, the government employees step in and take it away from them without, I may say, any indemnity. During the winter now spoken of we had about 260 men in the woods, over 100 horses and 22 yoke of oxen, besides not less than one hundred men and one hundred horses, the greater part of the winter, taking supplies to the works.

In full confidence that the government improvements would be in an efficient state in the ensuing spring, we got out a considerable quantity of timber that winter, between 400,000 and 500,000 cubic foot, a large part of which was contracted for at 9½d. per foot; but in consequence of the public improvements not being as expected in an efficient state, our timber in passing over the falls received such serious damage that a large portion of it was destroyed and

the remainder very much injured. Added to all this, the public boom at the mouth of the river St. Maurice, owing altogether to the carelessness of the parties in charge of the government works, as can be fully proved, broke away during the night, and a large quantity of the remnant of our timber went adrift.

Thus struggling against unforeseen difficulties, and consequently weakened in means, this last misfortune completely prostrated us and we were obliged to sink under it.

Having now laid before you a true and simple statement of the facts connected with our misfortunes in the St. Maurice territory, I think I have a right to expect the following considerations, namely :

1st. I should not have been compelled to pay more for my limits than the law required under which I entered upon the territory, as all the improvements and outlay thereon previous to the public sale were made on that basis, and because I could not remove those improvements I was obliged to submit, making a difference against me up to date of over.

£700 0 0

2ndly. I claim and have a right to receive for cutting the road from Batiscan to the river St. Maurice, a distance of about 75 miles, at £12 10s. per mile, as agreed for, the work having cost much more.

937 10 0

3rdly. I claim for the timber taken off my limits by the employees of the department of Public Works, say in all, 5000 pieces at 5s. per piece.

1,250 0 0

4thly. For the destruction and loss of my timber in the spring of 1854, caused by the inefficient and unsubstantial state of the public works on the river St. Maurice.

8,553 0 0

Making a total of £11,440 10 0

In the summer of 1854, and frequently since, I memorialised the government for some indemnity for my loss. This gave umbrage to certain officials, whose duty it was to protect the property of the lumberers from injury, and whose conduct was reflected on by the statement of facts which I had made, so that from that time they have written and spoken all manner of things to prejudice my case in the eyes of the Government, and to stifle all impartial enquiry, and in which I regret to say they have so far succeeded by means of unfavorable reports, and partial and unfair statements, that, although the foregoing claims have been so long before the Crown Lands Department, up to the present hour no relief has been granted.

I would beg leave to call your attention to the annexed affidavits, and other vouchers in support of my claim for indemnity for the loss and destruction of my timber in the spring of 1854, and also the correspondence which called them forth. The respectability of the vouchers accompanying this correspondence cannot be questioned, as the parties from whom they emanate are all well known here, and are principally at the head of the lumber trade of this Province. All my other claims can be equally well supported. Now, all I ask, and what I believe I have a right to expect, is a searching, and impartial enquiry into the whole matter.

Since writing the above I have received a letter from the Honorable L. V. Sicotte, Commissioner of Crown Lands, informing me that my case has been under the consideration of His Excellency the Governor in Council, and that it has been decided that I am not entitled to any indemnity, but that the amount due by me for slide dues for the year in question, namely £125 4s. 6d. shall not be exacted. I cannot say if the Honorable Commissioner has himself taken communication of all the documents relative to my case; but I fear that he has allowed himself to be swayed by the terms of former reports, and is loath to undo the acts of his predecessors.

At all events, it is extremely painful and humiliating to me to think, that after being ruined by the acts of the Government employees, I should be offered the paltry sum of five hundred dollars in settlement of my just claim of \$45,762, and that allowance as a reduction of slide dues forsooth, when it is publicly known that the whole of the slides on the river St. Maurice in 1854 were of no earthly use that year, and that none of the timber passed through them. See the report of the superintendent of Public Works, St. Maurice, 1854.

In conclusion, I would beg again to express my full confidence in the honest representatives of the people, that they will insist upon a full and fair investigation into this matter, with a view that should it appear hereafter that the public have gained by the sacrifice of all my means, and that from the commencement, the Government has not dealt with me in that fair and liberal spirit which I had a right to expect, full redress will be granted of the grievances of which I now justly complain.

I have the honor to be,

Your obedient servant,

EDWARD QUINN.

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EDWARD QUINN.

PROVINCE OF CANADA, }
DISTRICT OF THREE RIVERS. }

On this twenty-second day of June, in the year of our Lord, one thousand eight hundred and fifty-eight, at the City of Three Rivers, in the District of Three Rivers, James Devereux, of the City of Quebec, in the District of Quebec, Lumberman, personally came and appeared before me, the undersigned, one of Her Majesty's Justices of the Peace for the District of Three Rivers, who, being duly sworn on the Holy Evangelists, doth depose and say, that during the years one thousand eight hundred and fifty three, and one thousand eight hundred and fifty-four, this deponent was in the employ of Messrs. Edward and William Quinn, Lumber merchants, of the city of Quebec aforesaid, in the capacity of a foreman, to conduct and superintend the works and operations then carried on by the said Messrs. Quinn, in the St. Maurice Valley, on Timber limits located above the place called the "Grande Mere Falls," on the St. Maurice River. That in the spring of the year one thousand eight hundred and fifty-four, this deponent was entrusted with the duty of driving down the said St. Maurice River, the whole of the timber manufactured by the said Messrs. Quinn, during the previous winter in their *Chantiers* before named and mentioned, the said timber consisting of a great quantity of square white and red pine timber. And this deponent further saith that in the spring aforesaid, this deponent caused to be put afloat into the said St. Maurice River, all the timber manufactured in the *Chantier* aforesaid, of which he was a foreman, above the said Grande Mere falls, and immediately proceeded down to the said Grande Mere Falls, with a gang of twenty-six men, in advance of his said timber, for the purpose of being there to pass the whole of his said timber, through the Government's slides at that place, when the said timber would reach there. That this deponent, with his men, arrived at the said slides in sufficient time to

pass safely through them, his said masters' timber, had the persons put in charge of those works by the Government of this Province, caused the booms conducting the timber in the said slides, to be laid and stretched in due time, as was expected.

That when this deponent reached the said slides, he found that the principal boom intended for preventing the timber to go over the Falls, was not stretched, and that perceiving the apparent want of skill and ability of the person in charge of the said slides and booms, one Latreille, as well as of the men working with him, and that having no hope that the said boom would be stretched by these latter, in time to prevent his said masters' timber from going over the Falls, this deponent volunteered to stretch them himself with his own gang of men, if leave was given him to do so. Further that this deponent offered to the said Latreille, the necessary number of men to enable him to stretch the said booms, but that the said Latreille answered this deponent, that he, Latreille, knew his own business, and would not allow any person to interfere with him.

That the consequence of the said Latreille, not either stretching the booms himself, or allowing this deponent to do so, was that the entire body of the timber of this deponent's masters, the said Messrs. Quinn, passed over the said Grande Mere Falls, thereby breaking almost every stick. And this deponent further saith, that had the persons in charge of the said booms of the said Grande Mere Falls, being competent well to discharge their duty, as was to be expected from them, the said Messrs. Quinn would not have suffered any material damage.

And further, this deponent saith not and hath signed his foregoing deposition, being duly read to him.

JAMES DEVEREUX.

Taken and sworn before me, the
day and year, and at the place first
above mentioned.

F. X. TAPIN, J. P.

Toronto, 26th March, 1857.

SIR,

We beg respectfully to call your attention to the petition of Mr. Edward Quinn, presented to the Governor General, and referred to you on the subject of certain claims to which he alleges himself to be entitled for losses suffered of his Timber on the river St. Maurice, and for payment for certain improvements made by him in making roads for the general good. We would take the liberty to recommend that he should get a remission of the Crown dues on the timber brought by him to market, for which he has given a bond, as a small indemnity for his loss. He was one of the first pioneers of that country, and spent large sums which have involved him in difficulties which he has not been able to overcome, though that section of country has much benefited in consequence. We would also suggest that the remaining part of his claim should be referred to some person at Three Rivers, who could hear the witnesses and report thereon.

In fine, we consider his case worthy of the favorable decision of the government, and shall feel obliged by its receiving your attentive consideration.

We have the honor to be,

Sir,

Your obedient servants,

C. ALLEYN, M. P. P.

G. B. Lyons Fellows, M.P.P.	J. M. Ferres.	M. P. P.
J. Elie Thibaudeau,	" E. Benjamin,	"
L. L. Desaulniers,	" D. Roblin.	"
J. B. Daoust,	" Jas. Ross,	"
J. B. Guevremont,	" T. K. Chrysler,	"
J. Leboutillier,	" J. M. Daly,	"
T. Fortier,	" John Egan,	"
W. Baby,	" W. L. Felton,	"
N. Casault,	" J. Gill,	"
J. O'Farrell,	" W. Rhodes,	"
G. H. Simard,	" David E. Price,	"
F. Evanturel,	" John Supple,	"

J. E. Turcotte,	M. P. P. H. McCann,	M. P. P.
T. Loranger,	" A. Cook,	"
Agar Yeilding,	" J. Bureau.	"
J. Pouliot,	"	"

Hon. Jos. Cauchon,
Commissioner of Crown Lands,
Toronto.

CROWN LANDS DEPARTMENT,

Toronto, 25th April 1857.

Sir,

In order to enable me to lay the petition submitted by yourself and others in favor of Mr. Quinn, before His Excellency the Governor General in Council, it would be desirable to have a statement, more explicit than any thing yet rendered by him, of the amount of damages sustained, as it would be impossible for me to bring again under consideration precisely the same question as has already been several times considered and rejected, unless it can be presented with some new fact or information to warrant its consideration.

In submitting any such further information, you should observe, too, that the extravagance of some of the statements heretofore advanced by the Messrs. Quinn, tend rather to damage than sustain their claim, inasmuch as it becomes necessary to refute them in the departmental report; such, for instance, as that the Crown dues have been charged on the Timber which they lost, which is not the fact, as they have only been charged with the actual quantity obtained, or saved by them.

It seems to me that I could bring the matter again under consideration if Mr. Quinn would submit a properly authenticated statement of the *deterioration* in the Timber actually struck with Crown Dues.

(1) The public can judge of the disposition to do me justice by the spirit manifested in this letter. In contradiction to the statement it contains, that my claims were extravagant, I have only to say that no claim made by me previous to the date of said letter will bear the construction here given, as can be easily proved by a reference to my papers in the Crown Lands Department, and that any claim heretofore made was much under my actual loss, as is fully borne out by the affidavits and other vouchers hereunto annexed.

EDWARD QUINN.

This might be done by producing the bill of sale, with affidavit, and accompanied by the specification of any such Timber. The value of the Timber, as ultimately realized, would thus be proved. Another statement of the average value of similar Timber, in an uninjured state, at the same time, properly authenticated by the most reliable authorities, would then afford the means of determining the loss upon the actual quantity rendered liable to the Crown Dues.

With such statements I will be prepared to bring the matter again under the notice of the Executive, with the view of obtaining for Mr. Quinn such relief as the premises may warrant, but without pledging myself as to what course His Excellency in Council may take upon the subject.

I have the honor to be,

Sir,

Your most obedient servant,

(Signed,) JOSEPH CAUCHON,

Com. of Crown Lands.

Chas. Alleyn, Esqr., M. P. P. }
Toronto. }

No. 1.

PROVINCE OF CANADA. }

DISTRICT OF QUEBEC. }

Personally came and appeared before me, one of Her Majesty's Justices of the Peace for the District of Quebec, Edward Roche, of the City of Quebec, clerk, who being duly sworn, doth depose and say, that the deponent was employed by Messrs. Edward and William Quinn in 1853 and 1854, to superintend their Lumbering operations on the river St. Maurice and its tributaries; that in the month of April of 1854, they had on the banks of the said river and its tributaries a large quantity of square Timber, manufactured by them for market, and lying at the following places, viz: Taken from my Stock Book:—At limit No. seven, west side of the St. Maurice, 3123 pieces. At limit

No. nine, east side of the St. Maurice, and No. one, south side of the Vermillion, 3705 pieces, the whole forming six thousand eight hundred and twenty-eight pieces of Timber, making 434,200 feet, of which about six thousand six hundred and eighty pieces were White Pine, the remainder being Red Pine. According to my estimate the white pine averaged about sixty-five feet cubic, at least two-thirds of which was sixteen inches square and upwards, and the red pine from 40 to 42 feet cubic, the whole of which Timber was put into the water and all proper precautions taken, and every diligence used by the men employed by Messrs. Edward and William Quinn to bring the Timber in safety to market, but owing to the inefficient state of the government works on the said River St. Maurice, a large quantity of the Timber was lost, and the remainder very much injured and depreciated in quantity, average, and value, and was only made saleable by being re-manufactured at enormous expense. That deponent has been employed for several years as a culler and shipper of Timber, and has a sufficient knowledge of the business to enable him to make a close and accurate estimate of the average cubical contents of square Timber and of the quantity thereof in cubical feet, and deponent hath signed.

(Signed,)

EDWARD ROCHE.

Sworn before me, at Quebec,
this 7th day of May, 1857.

(Signed)

ED. GLACKEMEYER, J. P.)

No. 2.

PROVINCE OF CANADA, }
DISTRICT OF QUEBEC. }

Personally came and appeared before me, one of Her Majesty's Justices of the Peace, for the District of Quebec, Peter Gilgan, culler, who being duly sworn, doth depose and say, That he was employed by Messrs. Edward and William Quinn, in the winter of 1853-4 as foreman or superintendent in one of their "*chantiers*" on the river St. Mau-

rice, and had a general knowledge of their operations on that river and its tributaries. That at the *chantier* under deponent's immediate superintendence, deponent had hauled on to the Rivers Tranche and the St. Maurice, thirteen hundred and sixty pieces of square Timber, of which about thirteen hundred pieces were white pine of an average of seventy-five feet, the remainder red pine about forty to forty-two feet average, the latter including a few spars.

That deponent is a competent judge of the average cubical contents of square Timber, and from his many years experience as a Lumberer in the woods, and as a culler in Quebec, is enabled to make an accurate estimate of the same. That deponent is aware that Messrs. Quinn had altogether in the spring of 1854, on the said river and its tributaries, about six thousand seven hundred pieces of white pine Timber, averaging at least 65 feet, sixty to seventy per cent. of which was sixteen inches square and upwards, and about one hundred and thirty pieces of red pine Timber, averaging at least 40 feet, making in all about four hundred and forty thousand feet (440,000.) That the deponent is aware that a large quantity of the Timber was lost, and the balance greatly depreciated in quantity, average and value, in consequence of its having passed over the different falls on the river St. Maurice, owing to the unsubstantial and inefficient state of the public works thereon.

That deponent, acting in his capacity of culler under the orders and superintendence of the then Supervisor of Cullers, John Sharples, Esquire, measured the whole of the Timber brought to market at Quebec, by the Messrs. Quinn in 1854, which only measured, after being collected and remanufactured (at great expense) two hundred and thirty thousand, eight hundred and twenty three feet (230,823), white pine, including culls, and three thousand one hundred and seven feet (3107) of red pine. Deponent also states that, on referring to his book of that date, he finds that the dressing alone of said Timber, amounted to over five hundred and thirty-two pounds (£532). Deponent further states that this comprised all the Timber made available to the Messrs. Quinn, except the following which they sold, viz:—

To Board of works, for improvements on the	
River St. Maurice, 61 pieces containing...	3,148 feet.
To Messrs. Allan Gilmour & Co., to secure	
their saw logs in the St. Maurice, 502 pieces	
containing.....	19,534 "

To Messrs. Wm. Price & Co., at Batiscau, 136 pieces, containing..... 6,055 feet.

This latter being part of the Timber, which went adrift by the breaking of the booms at the mouth of the St. Maurice. Further deponent saith not, and hath signed.

(Signed,)

PETER GILGAN.

Sworn before me, at Quebec,
this 8th day of May, 1857.

(Signed,)

ED. GLACKEMEYER, J. P.

No. 3.

PROVINCE OF CANADA, }
DISTRICT OF QUEBEC. }

Personally came and appeared before me, one of Her Majesty's Justices of the Peace for the District of Quebec, James Hayes, carter, who being duly sworn doth depose and say, That he was in the employment of Messrs. Edward and William Quinn in the winter of 1853-54, at Devereux's Chantier, about two or three miles below the Tuque Falls on the river St. Maurice, being the lowest station where Timber was made for the said Messrs. Quinn during that season. In the beginning of May, 1854, after putting all the Timber produced at said chantier into the water, the foreman, James Devereux, myself, and from twelve to fourteen other men proceeded in two canoes in advance of the timber, to the Grand Mere, for the purpose of being in readiness to pass it and all the rest of Messrs. Quinn's timber made, at their several chantiers during the previous winter, through the slide at that place, and arrived there in sufficient time to do so, but finding that the principal boom for preventing the timber going over the Falls was not stretched, the foreman, Devereux, in my hearing, offered to do so with his gang, but the person in charge of the Government Works (Letreal) would not allow him, saying that he understood his own business. The consequence of his not either stretching the boom himself, or allowing us to do so,

was, that the entire body of Messrs. Quinn's timber went over the Falls, thereby smashing and breaking almost every stick. Deponent further states that shortly after the timber passed the Grand Mere he left for Three Rivers, and further deponent saith not, and hath signed.

(Signed,)

JAMES HAYES.

Sworn before me, at Quebec,
this 12th day of May, 1857.

(Signed,)

D. MAGUIRE, J. P.

No. 4.

PROVINCE OF CANADA, }
DISTRICT OF QUEBEC. }

Personally came and appeared before me, one of Her Majesty's Justices of the Peace for the District of Quebec, Roderrick McGillis, Lumber Broker, who being duly sworn, doth depose and say, That in the summer of 1854, at the request of Messrs. Edward and William Quinn, who were at that time extensively engaged in Lumbering operations on the River St. Maurice, deponent proceeded to the cove of Messrs. Edward and William Quinn, at Point Levy, for the purpose of examining and estimating the extent of the damage sustained on a large quantity of White and Red pine timber brought down by them, and then lying in their cove. Deponent states that he has been brought up in a lumbering district in Canada West, has been a lumberer himself, and brought a considerable quantity of Timber to the Quebec market, holds a *Commission as a Culler in Quebec from the year 1827*, and has been chiefly engaged in the lumber business ever since, had charge of the management of coves for more than twenty years, and that during the whole of the deponent's experience he had never seen Timber so broken and destroyed by falls and rocks as the lot above referred to. Deponent further states that, judging from the original size of the Timber, (in spots where it remained uninjured) deponent has no hesitation in saying that, to put the said Timber in shipping order, from the manner in which

it was broken, bruised and destroyed, would diminish the quantity by thirty-five to forty per cent from the original measurement, and in addition reduce materially the cubic average per stick, and consequently its value per cubic foot, and further deponent saith not, and hath signed.

(Signed,)

R. MCGILLIS.

Sworn before me, at Quebec, }
this 12th day of May, 1857. }

(Signed,)

ED. GLACKEMEYER, J. P. }

No. 5.

Quebec, 11th May 1857.

SIR,

With respect to your letter of this day requesting me to give my opinion as to the general appearance of the Timber you brought down from the St. Maurice in the year 1854, all I can say is, that I had frequently an opportunity of seeing the Timber before and after being put in shipping order, and that during my experience I have never seen so much bruised and broken Timber in one Raft, many of the pieces being unfit for any manufacturing purpose, being split from one end to the other, and many broken in two and three pieces, leaving the Timber, I should say, depreciated in value fully the half, besides the great loss sustained in redressing it previous to being able to offer it for sale.

I am Sir,

Your obedient servant,

(Signed,) McLEAN STEWART.

Edward Quinn, Esqr. }
Quebec. }

No. 6.

Quebec, 22nd March, 1854.

Mr. Edward Quinn, of Quebec, sells, and Gillespies & Co., of Quebec, buy, seventy-five thousand feet of White Pine Timber from the River St. Maurice, to be at least equal in quality to the lot purchased from him last season, to average sixty cubic feet, in shipping order, at eight pence currency per foot, measured as customary in Quebec; also, seventy-five thousand feet of White Pine board timber, each stick to be at least sixteen inches square, or upwards, in shipping order (wane not objectionable) at nine pence half-penny per foot, currency, string measure. All the above timber to be delivered in Quebec, not later than the month of June next, in good shipping order, and payment to be made as follows, viz.:—One third in cash, one third by purchaser's note at sixty days date, and one third by purchaser's note at ninety days date, from the time seller is ready to commence delivery of the Timber, provided that all the Timber so paid for shall have arrived in Quebec, and be held subject to the order of the purchasers.

(Signed,) EDWARD QUINN
per
WILLIAM QUINN,
Broker.
GILLESPIES & CO.

No. 7.

Quebec, 7th May, 1857.

DEAR SIR,

As desired by you, we enclose copy of contract note of Timber purchased from you in March 1854, and beg to state the following facts connected with said Timber:

We were particularly anxious to receive the full quantity of board Timber, 16 inches and upwards, contracted for, say 75,000 feet, and relying upon your being able to bring the whole to market, we had actually sold the whole of both descriptions in England, to be shipped during the summer of 1854.

The quantity delivered by you was as follows: 1040 pcs. 16 inches and upwards, 55,317.2.9, avge. 53½ feet. 1246

pieces, first clause of contract, 75,000.8.10, avge. 60 feet. Shewing a deficiency in the quantity of board Timber of 19,633 feet.

This you informed us at the time was owing to your having lost a large portion of your stuff in the St. Maurice, owing to the incomplete and defective nature of the Government works in that river, and that the Timber you had succeeded in bringing to market was so broken and bruised that it had to be redressed on arriving in Quebec, thereby causing considerable loss in quantity, and reduction in average, which accounted for the small average cubic size of the Timber, 16 inches and upwards.

To satisfy ourselves of this we carefully examined the Timber both alongside of the vessels in which it was being shipped and in your own cove, and we have certainly never seen, either before or since that time, Timber so completely broken and bruised. Some of the finest pieces were broken across in two or three places, so as to render them almost worthless; others were so chafed and bruised, apparently among rocks and rapids, as almost to be as round as saw logs, rendering it necessary that they should be redressed and considerably reduced in girth before they were fit for shipment.

A considerable portion of the board Timber was short, say not more than 12 feet in length, and we should certainly have refused to take it on our contract, were it not that we had paid you in advance for the whole of the Timber contracted for, and we feared from what you told us regarding your losses on the St. Maurice that you would be unable to pay us; otherwise, had we seen the Timber we were to receive from you before we made the contract, we should most assuredly not have given any thing like the price we did for it.

We may state that to make up the average of the 60 feet Timber, you were obliged to include a number of pieces, 16 inches and upwards, on which you of course lost $1\frac{1}{2}$ d. per foot, as they would otherwise have applied on the contract at the larger price.

We are, dear sir,

Your most obedient servants,

(Signed,) GILLESPIES & CO.

Mr. Edward Quinn, }
Quebec.

PROVINCE OF CANADA, }
DISTRICT OF QUEBEC. }

Personally appeared before me, Henry Lemesurier, one of Her Majesty's Justices of the Peace for the District of Quebec, Henry Burstall of the City of Quebec, Esquire, merchant, who being duly sworn, doth depose and say, That in the month of March, in the year 1854, the firm of H. & E. Burstall, of Quebec, merchants, contracted with Mr. Edward Quinn, for one hundred thousand cubic feet, (say 100,000 cubic feet) of white pine Timber, of fifty-five feet average, at the rate and price of seven pence half-penny per foot, said Timber being then manufactured, and in course of manufacture, on the St. Maurice and its tributaries. That on the arrival of the said timber in Mr. Quinn's booms at Point Levy, the deponent went over for the purpose of examining the same, having heard that it was much broken and injured, but until deponent had seen the condition in which said Timber was, he had no idea that it could have been so destroyed, even by passing over the falls on the St. Maurice. A great many logs were literally broken into two and three pieces, and ail of it chafed and bruised more or less, so that the loss upon what would be put into shipping order must have been very great, and much of it could not be made available for shipment at all. That out of the whole 100,000 feet contracted for at 7½d. per foot, there could only be got eighty-two thousand, eight hundred and seventy-five feet, (82,875 feet,) and between 11,000 and 12,000 feet of very small, for which there was paid 4½d. per foot. Depo- nent doth further say, that had said Edward Quinn been in a position to pay any claims that might have been made upon him in consequence of the non-fulfilment of his contract, said H. & E. Burstall would have made such claim in the nature of damages, as timber of that description was more valuable at the time of delivery than at the time when it was contracted for, and further deponent saith not, and hath signed.

(Signed,) HENRY BURSTALL.

Sworn at the City of Quebec,
this 9th day of May 1857, before me.
(Signed,)
H. LEMESURIER, J. P. }

No. 9.

Quebec, 8th May, 1857.

SIR,

I have received your letter of 6th instant, requesting me to state the number of pieces and feet, and the price of the Timber purchased by me from you in 1854, out of the lot which went adrift in the spring of that year from the River St. Maurice.

In reply, I have to state that the quantity was one hundred and eleven pieces of white pine Timber, containing 4,762 cubic feet, price ten pence currency per foot. Ten pieces of cull pine Timber, containing 395 cubic feet, price four pence per foot, and two pieces of red pine Timber containing 65 feet, price one shilling and six pence currency per foot.

I am Sir,

Your obedient servant,

(Signed,) WILLIAM PRICE.

Edward Quinn, Esqr. }
Quebec.

No. 10.

Quebec, 7th May 1857.

SIR,

In reply to your favor of yesterday's date, we beg to state that the number of pieces and contents of the Timber purchased from you and Mr. William Quinn in 1854 appears in our Books as follows, viz:—

460	pieces	White pine,	cont'g.	17,972	8	10	feet
41	"	Red pine	"	1,521	8	5	"
1	"	Tamarac	"	40	1	0	"

We are, Sir,

Your most obedient servants,

(Signed,) ALLAN GILMOUR & CO.

Per J. MACNAUGHTON.

The above Timber was part of that manufactured on the
St. Maurice and delivered by you to us at Three Rivers.

(Signed,) A. G. & Co.

Per J. M.

Edward Quinn, Esqr. }
Quebec.

Statement shewing loss sustained from the defective state of the
Public Works.

		£	s.	d.	£	s.	d.
Quantity of Timber despatched, 434,200 cubic feet of White Pine, 65 feet average, estimated at what must be considered a moderate rate for the year 1854, per foot.....	9d.	16282	10	0			
Red Pine, say 6,000 feet @ per foot	1s. 6d.	450	0	0	16732	10	0
Amount realized, as shown by affidavits and other vouchers, viz:							
Messrs. Gillespies & Co.							
White Pine 55,317 feet @ per foot	9d.	2189	12	7			
do 75,000.....	8d.	2500	0	0			
Messrs. H. & E. Burstall.							
White Pine, 82,875 feet.....	7d.	2589	16	10			
do 11,592.....	4d.	217	7	0			
Sold on way down.							
Department of Public Works.							
54 pieces White Pine, 2790 feet..	10d.	116	5	0			
7 " Red Pine, 257 feet..	1s. 6d.	19	5	6			
Wm. Price (as per E. Quinn's ac.) (Mr. Price makes quantity less)							
134 pieces White Pine, 5975 feet @ per foot.....	10d.	248	19	2			
2 pieces Red Pine 79 feet @ per foot.....	1s. 6d.	5	18	6			
Messrs. Allan Gilmour & Co.							
460 pieces White Pine, 17972 feet	8d.	599	1	4			
42 " Red Pine 1561.....	1s. 3d.	97	11	3			
Cull Timber &c.							
White Pine (Culls) 6039 feet....	4d.	100	13	0			
76 Pieces Red Pine, 3107.....	1s. 6d.	233	0	6			
—Less—		£ 8917	10	8			
Paid for dressing and remanufacturing.....							
Paid Salvage and labour on the portion saved of that part which went adrift when the Government Booms broke at the mouth of the St. Maurice.....							
		739	0	0	8178	10	8
Loss sustained					£ 8553	19	4

of the

£	s.	d.
32	10	0

10	8
9	4

