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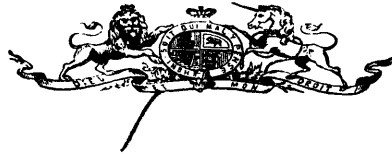
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OF THE

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CONTENTS OF VOLUME No. 1.

1. Report, Returns and Statistics of the Inland Revenues of the Dominion of Canada, for the fiscal year ended 30th June, 1889. Presented to the House of Commons, 17th January, 1890, by Hon. J. Costigan.....*Printed for both Distribution and Sessional Papers.*
- 1a. Inspection of Weights, Measures and Gas, being a Supplement to the Report of the Department of Inland Revenue, 1889.....*Printed for both Distribution and Sessional Papers.*
- 1b. Report on Adulteration of Food, being a Supplement to the Report of the Department of Inland Revenue, 1889.....*Printed for both Distribution and Sessional Papers.*

CONTENTS OF VOLUME No. 2.

2. Tables of the Trade and Navigation of the Dominion of Canada, for the fiscal year ended 30th June, 1889. Presented to the House of Commons, 17th January, 1890, by Hon. M. Bowell—
Printed for both Distribution and Sessional Papers.

CONTENTS OF VOLUME No. 3.

3. Public Accounts of Canada, for the fiscal year ended 30th June, 1889; presented to the House of Commons, 17th January, 1890, by Hon. G. E. Foster. Estimates for the fiscal year ending 30th June, 1891; presented 30th January, 1890. Supplementary Estimates of Canada, for the fiscal year ending 30th June, 1890; presented 27th March, 1890. Further Supplementary Estimates for the fiscal year ending 30th June, 1890; presented 25th April, 1890. Supplementary Estimates for the year ending 30th June, 1891; presented 6th May, 1890—
Printed for both Distribution and Sessional Papers.
4. List of Shareholders in the Chartered Banks of the Dominion of Canada, as on the 31st December, 1889. Presented to the House of Commons, 9th April, 1890, by Hon. G. E. Foster—
Printed for both Distribution and Sessional Papers.

CONTENTS OF VOLUME No. 4.

5. Report of the Auditor General on Appropriation Accounts, for the year ended 30th June, 1889. Presented to the House of Commons, 27th January, 1890, by the Hon. G. E. Foster—
Printed for both Distribution and Sessional Papers.

CONTENTS OF VOLUME No. 5.

6. Report of the Minister of Agriculture for the Dominion of Canada, for the calendar year, 1889. Presented to the House of Commons, 20th March, 1890, by Hon. J. Carling—
Printed for both Distribution and Sessional Papers.
- 6*. Canadian Immigration and Emigration. Annex to the Report of the Minister of Agriculture—
Printed for both Distribution and Sessional Papers.
- 6a. Criminal Statistics for the year 1888.....*Printed for both Distribution and Sessional Papers.*
- 6a*. Criminal Statistics for the year 1889.....*Printed for both Distribution and Sessional Papers.*

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- 6b.** Report on Canadian Archives, 1890. Presented to the House of Commons, 10th February, 1890, by Hon. J. Carling.....*Printed for both Distribution and Sessional Papers.*
- 6c.** Reports of the Director and Officers of the Experimental Farms, for the year 1889. Presented to the House of Commons, 9th April, 1890, by Hon. J. Carling—
Printed for both Distribution and Sessional Papers.
- 6d.** Report of the High Commissioner for Canada, with Reports from Agents in the United Kingdom, for the year 1889. Presented to the House of Commons, 9th April, 1890, by Hon. J. Carling—
Printed for both Distribution and Sessional Papers.

CONTENTS OF VOLUME No. 7.

- 7.** Report of the Secretary of State of Canada, for the year ended 31st December, 1889. Presented to the House of Commons, 29th January, 1890, by Hon. J. A. Chapleau—
Printed for both Distribution and Sessional Papers.
- 7a.** The Civil Service List of Canada, 1889. Presented to the House of Commons, 3rd February, 1890, by Hon. J. A. Chapleau..... *Printed for both Distribution and Sessional Papers.*
- 7b.** Report of the Board of Examiners for the Civil Service of Canada, for the year ended 31st December, 1889. Presented to the House of Commons, 30th January, 1890, by Hon. J. A. Chapleau—
Printed for both Distribution and Sessional Papers.
- 7c.** Report of the Department of Public Printing and Stationery for the Dominion of Canada, for the year ended 30th June, 1889.....*Printed for both Distribution and Sessional Papers.*
- 8.** Report of the Joint Librarians of Parliament on the state of the Library of Parliament. Presented to the House of Commons, 16th January, 1890, by Hon. Mr. Speaker—
Printed for Sessional Papers only.

CONTENTS OF VOLUME No. 8.

- 9.** Report of the Superintendent of Insurance, for the year ended 31st December, 1889—
Printed for both Distribution and Sessional Papers.
- 9a.** Preliminary Abstract of the business of Canadian Life Insurance Companies, for the year ended 31st December, 1889. Presented to the House of Commons, 7th February, 1890, by Hon. G. E. Foster.
Printed for both Distribution and Sessional Papers.
- 9b.** Abstract of Statements of Insurance Companies in Canada for the year ending 31st December, 1889. Presented to the House of Commons, 9th April, 1890, by Hon. G. E. Foster—
Printed for both Distribution and Sessional Papers.

CONTENTS OF VOLUME No. 9.

- 10.** Report of the Minister of Justice as to Penitentiaries in Canada, for the year ended 30th June, 1889. Presented to the House of Commons, 28th March, 1890, by Sir John Thompson—
Printed for both Distribution and Sessional Papers.
- 11.** Annual Report of the Department of Militia and Defence of the Dominion of Canada, for the year ended 31st December, 1889. Presented to the House of Commons, 6th February, 1890, by Sir Adolphe Caron..... *Printed for both Distribution and Sessional Papers.*

CONTENTS OF VOLUME No. 10.

- 12.** Annual Report of the Department of Indian Affairs, for the year ended 31st December, 1889. Presented to the House of Commons, 22nd January, 1890, by Hon. E. Dewdney—
Printed for both Distribution and Sessional Papers.
- 13.** Report of the Commissioner of the North-West Mounted Police Force, 1889. Presented to the House of Commons, 17th March, 1890, by Sir John Macdonald—
Printed for both Distribution and Sessional Papers.

CONTENTS OF VOLUME No. 11.

- 14.** Annual Report of the Department of the Interior, for the year 1889. Presented to the House of Commons, 31st March, 1890, by Hon. E. Dewdney—
Printed for both Distribution and Sessional Papers.
- 15.** Report of the Postmaster General, for the year ended 30th June, 1889. Presented to the House of Commons, 23rd January, 1890, by Hon. J. Haggart—
Printed for both Distribution and Sessional Papers.

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The two following documents were not printed until the Index was issued, which accounts for their omission :

6e. Abstracts of the Returns of Mortuary Statistics for the year 1889. (*Printed for both Distribution and Sessional Papers.*)

[The above paper has been inserted as the first of Volume No. 7, immediately preceding the Report of the Secretary of State.]

10b. Canal Statistics for Season of Navigation, 1889. (*Printed for both Distribution and Sessional Papers.*)

[Inserted as last paper in Volume No. 13, immediately following Railway Statistics.]

 CONTENTS OF VOLUME No. 12.

- 16.** Twenty-second Annual Report of the Department of Marine, for the fiscal year ended 30th June, 1889. Presented to the House of Commons, 24th February, 1890, by Hon. Mr. Colby—
Printed for both Distribution and Sessional Papers.
- 16a.** Report of the Chairman of the Board of Steamboat Inspection, for calendar year ended 31st December, 1889*Printed for both Distribution and Sessional Papers.*
- 17.** Annual Report of the Department of Fisheries, for the year 1889. Presented to the House of Commons, 16th April, 1890, by Hon. Mr. Colby....*Printed for both Distribution and Sessional Papers.*
- 17a.** Special Report of the delegates appointed in 1889, to enquire into the Herring Fishing Industry of Great Britain and Holland. Presented to the House of Commons, 10th February, 1890, by Hon. C. H. Tupper*Printed for both Distribution and Sessional Papers.*
- 17b.** Report on the Fisheries Protection Service of Canada, 1889. Presented to the House of Commons, 10th March, by Hon. Mr. Colby*Printed for both Distribution and Sessional Papers.*

CONTENTS OF VOLUME No. 13.

- 18.** Annual Report of the Minister of Public Works, for the fiscal year 1888-89, on the works under his control. Presented to the House of Commons, 3rd February, 1890, by Sir Hector Langevin—
Printed for both Distribution and Sessional Papers.
- 19.** Annual Report of the Minister of Railways and Canals for the past fiscal year, from the 1st July, 1888, to 30th June, 1889, on the works under his control. Presented to the House of Commons, 3rd March, 1890, by Sir John A. Macdonald....*Printed for both Distribution and Sessional Papers.*
- 19a.** Railway Statistics of Canada, and Capital, Traffic and Working Expenditure of the Railways of the Dominion, 1889. Presented to the House of Commons, 9th May, 1890, by Sir John A. Macdonald—
Printed for both Distribution and Sessional Papers.

CONTENTS OF VOLUME No. 14.

- 20.** Report of the Social Economy Section of the Universal International Exhibition of 1889 at Paris, prepared by Jules Helbronner, member of the Royal Labor Commission. Presented to the House of Commons, 8th May, 1890, by Hon. M. Bowell. *Printed for both Distribution and Sessional Papers.*
- 21.** Return to an order of the House of Commons, dated 20th March, 1889, for copies of all correspondence respecting the establishment of a bi-weekly, in place of a weekly, postal service between Lourdes and Somerset, in the county of Megantic. Presented to the House of Commons, 20th January, 1890.—*Mr. Turcot* *Not printed.*
- 21a.** Return to an order of the House of Commons, dated 25th February, 1889, for copies of all correspondence respecting the awarding of the contract for carrying the mail between Becancour Station and Ste. Julie de Somerset, and between Inverness and Ste. Julie de Somerset, awarded in or about the month of April, 1888; also of all tenders connected therewith. Presented to the House of Commons, 20th January, 1890.—*Mr. Turcot* *Not printed.*
- 21b.** Return to an order of the House of Commons, dated 2nd March, 1888, for a return of all correspondence by letter or telegram, and all other papers, relative to the conveyance of extra provincial mails in Prince Edward Island since the 1st of September last. Presented to the House of Commons, 20th January, 1890.—*Mr. Davies* *Not printed.*
- 21c.** Return to an order of the House of Commons, dated 23rd January, 1890, for a return showing the number of registered letters sent to the Dead Letter Office during the years 1887, 1888 and 1889, up to the 31st December last. Presented to the House of Commons, 29th January, 1890.—*Mr. McMullen* *Not printed.*
- 21d.** Return to an order of the House of Commons, dated 3rd February, 1890, for copies of all letters, reports and other correspondence now in the possession of the Postmaster General respecting the carriage of the mails between Campbellton, in the province of New Brunswick, and Gaspé Basin, in the province of Quebec. Presented to the House of Commons, 7th February, 1890.—*Mr. Joncas*..... *Not printed.*
- 22.** Statement of Governor General's Warrants issued and expenditure made under same since last session of Parliament, in accordance with Consolidated Revenue and Audit Act, section 32, sub-section 2. Presented to the House of Commons, 20th January, 1890, by Hon. G. E. Foster—
Printed for Distribution only.
- 23.** Report of the Commissioner, Dominion Police, for the year 1889, under Revised Statutes of Canada chapter 184, section 5. Presented to the House of Commons, 21st January, 1890, by Sir John Thompson *Not printed.*

- 24.** Statement of expenditure on account of Miscellaneous Expenses from 12th July, 1889, to 4th January, 1890, authorized by Act 52 Victoria, chapter 1. Presented to the House of Commons, 22nd January, 1890, by Hon. G. E. Foster *Not printed.*
- 25.** Return to an order of the House of Commons, dated 8th February, 1889, for a return of the number of lobster factories round the coast of Prince Edward Island, the number of fines imposed during the season of 1888, the amount of each fine, the names of parties who have paid the fines, and the names of parties who have not paid the same; also the nature of offence in each case. Presented to the House of Commons, 22nd January, 1890.—*Mr. Perry*..... *Not printed.*
- 26.** Copies of the regulations affecting Dominion Lands which have been sanctioned by the Privy Council since the close of last session of Parliament, in compliance with section 91 of the Dominion Lands Act, chapter 54 of the Revised Statutes of Canada. Presented to the House of Commons, 28th January, 1890, by Hon. J. A. Chapleau..... *Not printed.*
- 27.** Regulations for the control and management of the Rocky Mountains Park of Canada, sanctioned by Order in Council of the 27th November, 1889. Presented to the House of Commons, 28th January, 1890, by Hon. J. A. Chapleau..... *Printed for Distribution only.*

CONTENTS OF VOLUME No. 15.

- 28.** Statement of all superannuations and retiring allowances in the Civil Service, giving the name and rank of each person superannuated or retired, his salary, age and length of service, his allowance and cause of retirement, whether vacancy has been filled by promotion or new appointment, etc., for year ended 31st December, 1889. Presented to the House of Commons, 29th January, 1890, by Hon. G. E. Foster..... *Printed for Sessional Papers only.*
- 28a.** Return to an address of the House of Commons, to His Excellency the Governor General, dated the 22nd January, 1890, for copies of all Orders in Council, correspondence and documents respecting the superannuation of certain employees in the Cullers' Office at Quebec. Presented to the House of Commons, 30th January, 1890.—*Mr. Langelier (Quebec Centre)*..... *Not printed.*
- 28b.** Return to an address of the House of Commons, to His Excellency the Governor General, dated 22nd January, 1890, for copies of all Orders in Council, correspondence and documents respecting the superannuation of certain employés in the Post Office at Quebec, and in the Post Office Inspector's Office at Quebec; and the filling up of the vacancies caused by their superannuation. Presented to the House of Commons, 5th March, 1890.—*Mr. Langelier (Quebec Centre)*..... *Not printed.*
- 29.** Return to an order of the House of Commons, dated 23rd January, 1890, for a return giving a detailed statement of receipts and expenditures to 1st January, 1890, together with statement of the same for the half year ending 1st January, 1889. Presented to the House of Commons, 29th January, 1890.—*Sir Richard Cartwright*..... *Printed for Distribution only.*
- 30.** Return to an order of the House of Commons, dated 20th January, 1890, for a return showing the amounts of money deposited in the several savings banks in the Dominion, and in the several post office savings banks, the location of each, and the gross amount of deposits in each on the 30th of June and December last. Presented to the House of Commons, 29th January, 1890.—*Mr. McMullen*..... *Not printed.*
- 30a.** Supplementary return to an order of the House of Commons, dated 20th January, 1890, for a return showing the amounts of money deposited in the several savings banks in the Dominion, and in the several post office savings banks, the location of each, and the gross amounts of deposits in each on the 30th of June and December last. Presented to the House of Commons, 18th February, 1890.—*Mr. McMullen*..... *Not printed.*
- 30b.** Return to an order of the House of Commons, dated 5th February, 1890, for copies of the original charters of the Bank of British North America and of the Bank of British Columbia, and of all amendments thereto. Presented to the House of Commons, 21st February, 1890.—*Mr. Edgar*—*Not printed.*
- 30c.** Return to an order of the House of Commons, dated 23rd January, 1890, for a return giving the names of all the chartered banks in Canada that have suspended payment, gone into liquidation, or become insolvent since Confederation, showing the amount of capital stock authorized, the amount of stock subscribed, the amount of stock paid up, the assets and liabilities of said banks at the time of such suspension or failure, the nature of such assets and liabilities, the dates of said charters and the dates of forfeiture or relinquishment of such charters, and dividend paid to bill holders and depositors. Presented to the House of Commons, 2nd April, 1890.—*Mr. Hesson*..... *Not printed.*
- 31.** Correspondence with the Canadian Pacific Railway Company covering a copy of list of all lands sold by that company during the year ending 1st day of October last, in compliance with section 8 of 49 Victoria, chapter 9. Presented to the House of Commons, 30th January, 1890, by Hon. E. Dewdney..... *Not printed.*

- 31a.** Return (*in part*) under resolution of the House of Commons, passed on the 20th February, 1882, on all subjects affecting the Canadian Pacific Railway, respecting details as to: 1. Selection of the route. 2. The progress of the work. 3. The selection or reservation of land. 4. The payment of moneys. 5. The laying out of branches. 6. The progress thereon. 7. The rates of tolls for passengers and freight. 8. The particulars required by the Consolidated Railway Act and amendments thereto, up to the end of the previous fiscal year. 9. Like particulars up to the latest practicable date before the presentation of the return. 10. Copies of all Orders in Council and all correspondence between the Government and the railway company, or any member or officer of either, relating to the affairs of the company. Presented to the House of Commons, 30th January, 1890, by Hon. E. Dewdney. *Printed for Sessional Papers only.*
- 31b.** Return to an address of the House of Commons to His Excellency the Governor General, dated 24th January, 1890, for copies of all correspondence between the Dominion Government and the Imperial Government, and between the Dominion Government and the Canadian Pacific Railway Company in regard to the granting of a subsidy to the latter company for lines of steamships to run between Vancouver, B. C., and Japan and Australia. Presented to the House of Commons, 25th February, 1890.—*Mr. Prior*. *Not printed.*
- 31c.** Return to an order of the House of Commons, dated 29th January, 1890, for copies of all petitions, letters or other documents addressed to the Government, and complaining of the condition of the bridges on the branch lines of railway worked by the Canadian Pacific Railway Company within the county of Bagot and the neighboring counties. Presented to the House of Commons, 26th February, 1890.—*Mr. Dupont*. *Not printed.*
- 32.** Detailed statement of all bonds or securities registered in the Department of the Secretary of State of Canada, submitted to the Parliament of Canada under section 23, chapter 19, of the Revised Statutes of Canada. Presented to the House of Commons, 3rd February, 1890, by Hon. J. A. Chapleau. *Not printed.*
- 33.** Return to an address of the House of Commons, to His Excellency the Governor General, dated 27th January, 1890, for copies of all resolutions of the Legislative Assembly of the North-West Territories, respecting the application of moneys voted by this House for the use of the said territories. Presented to the House of Commons, 10th February, 1890.—*Hon. Mr. Laurier*. *Not printed.*
- 33a.** Return to an address of the House of Commons, to His Excellency the Governor General, dated 3rd February, 1890, for copies of all memorials, petitions and resolutions of the Legislative Assembly of the North-West Territories passed at its last session, whether addressed to His Excellency the Governor General or to the Parliament of Canada. Presented to the House of Commons, 10th February, 1890.—*Mr. Daly*. *Not printed.*
- 33b.** Copies of the several petitions presented to Council against the abolition of separate schools and the French language in the North-West Territories. Presented to the House of Commons, 11th February, 1890, by Mr. Colby. *Not printed.*
- 33c.** Return to an address of the House of Commons, to His Excellency the Governor General, dated 27th January, 1890, for copies of all resolutions of the Legislative Assembly of the North-West Territories, respecting the settlement of the Half-breed claims. Presented to the House of Commons, 21st February, 1890.—*Hon. Mr. Laurier*. *Not printed.*
- 33d.** Return to an address of the House of Commons, to His Excellency the Governor General, dated 27th January, 1890, for copies of all Orders in Council, despatches, correspondence and documents relating to the resignation of the Advisory Council of the North-West Territories, and the appointment of their successors. Presented to the House of Commons, 24th February, 1890.—*Mr. White (Renfrew)*. *Not printed.*
- 33e.** Return to an order of the House of Commons, dated 23rd January, 1890, for a return showing, by years, the cost of printing the Ordinances and other official papers and publications in the French language from the time of the passage of the North-West Territories Act of 1877. 2. The number of copies of the Ordinances from time to time printed in said language. 3. The number distributed and the number remaining in stock. Presented to the House of Commons, 25th February, 1890.—*Mr. Denison*. *Printed for both Distribution and Sessional Papers.*
- 33f.** Return to an order of the House of Commons, dated 24th February, 1890, for a copy of the memorials sent by Joseph Holden and John Shera to the Hon. Edgar Dewdney, Minister of the Interior, respecting second homesteads in the Territories. Presented to the House of Commons, 26th March, 1890.—*Mr. Davin*. *Not printed.*
- 33g.** Return to an Order of the House of Commons, dated 24th February, 1890, for a return showing receipts and expenses of each North-West Territories Registry Office from 1887 to 1889. Presented to the House of Commons, 26th March, 1890.—*Mr. Davin*. *Not printed.*

- 33h.** Correspondence in relation to certain assistance afforded to the Half-breeds at Fort la Corne and other places. Presented to the House of Commons, 1st May, 1890, by Hon. E. Dewdney—
Not printed.
- 33i.** Statement respecting the purchase of seed grain (including a schedule of prices paid for wheat and oats). Presented to the House of Commons, 1st May, 1890, by Hon. E. Dewdney.*Not printed.*
- 33j.** Statement respecting distribution of seed-grain and instructions as to the distribution thereof. Presented to the House of Commons, 1st May, 1890, by Hon. E. Dewdney.*Not printed.*
- 33k.** Memorandum with reference to the appropriation accounts of 1889, for certain of the provinces and the North-West Territories. Presented to the House of Commons, 1st May, 1890, by Hon. E. Dewdney.*Not printed.*
- 33l.** Statement regarding the claim of the Eau Clair and Bow River Lumber Company against the Government for lumber alleged to have been taken off their limits. Presented to the House of Commons, 1st May, 1890, by Hon. E. Dewdney.*Not printed.*
- 33m.** Correspondence, etc., respecting the St. Albert Bridge. Presented to the House of Commons, 1st May, 1890, by the Hon. E. Dewdney.*Not printed.*
- 33n.** Return to an order of the House of Commons, dated 21st April, 1890, for a return showing: 1. The number of acres of pasture land now under lease in the North-West Territories. 2. The amount paid the Government for rental of grazing leases during the past year. 3. The amount due the Government for arrears on pasture leases, and the names of the lessees in arrears for pasture lease rental. 4. The names of the lessees holding leases of territory upon which settlers are not allowed to take up land without the consent of the lease-holder, with the total area of such leases, and the location of each. Presented to the House of Commons, 9th May, 1890.—*Mr. Charlton—*
Not printed.
- 33o.** List of schools under different denominations in the North-West Territories, 1889. Presented to the House of Commons, 12th May, 1890, by Hon. E. Dewdney.*Not printed.*
- 34.** *See Sessional Paper No. 17a.*
- 35.** Certified copy of a report of the Honorable the Privy Council, approved by His Excellency in Council on the 17th August, 1889, on the subject of the Copyright Act of last session, together with correspondence and other papers referring to the same subject. Presented to the House of Commons, 10th February, 1890, by Sir John Thompson.*Printed for both Distribution and Sessional Papers.*
- 36.** Copies of reports of a committee of the Honorable the Privy Council, with reference to the granting a timber license to Mr. John Adams. Presented to the House of Commons, 17th February, 1890, by Sir John Macdonald.*Not printed.*
- 36a.** Return to an order of the House of Commons, dated 19th March, 1890, for a list of timber limits granted by the Dominion Government since March 1st, 1885; the names of the parties to whom granted, with date of grant; the area of each limit granted; whether granted to highest bidder at public competition, and the amount of bonus, if any, in each case received. Presented to the House of Commons, 15th April, 1890.—*Mr. Charlton.**Printed for Sessional Papers only.*
- 37.** Return to an address of the House of Commons, to His Excellency the Governor General, dated 27th January, 1890, for copies of all Orders in Council or departmental orders prohibiting American vessels from carrying bonded freight from American ports to Victoria, British Columbia, or any other Canadian port; and copies of all Orders in Council or departmental orders revoking the same, and all correspondence connected therewith. Presented to the House of Commons, 18th February, 1890.—*Hon. Mr. Laurier**Not printed.*
- 38.** Return to an order of the House of Commons, dated 6th February, 1889, for a return giving the total cost of issuing the budget speech each year since 1867, together with a statement showing the number of copies issued during said period. Presented to the House of Commons, 18th February, 1890.—*Mr. Landerkin**Not printed.*
- 39.** Return to an order of the House of Commons, dated 23rd January, 1890, for a statement of all the expenses generally incurred to this day for the making of the electoral lists for the Dominion of Canada. Presented to the House of Commons, 25th February, 1890.—*Mr. Casgrain—*
Not printed.
- 40.** Return to an order of the House of Commons, dated 12th February, 1890, for copies of all papers, correspondence and agreements between the Government and the proprietors of the extension of the Derby Branch Railway in relation to the said extension, the said extension having been built by the aid of Government subsidy, but never yet operated. Presented to the House of Commons, 26th February, 1890.—*Mr. Mitchell**Not printed.*
- 41.** Return to an order of the House of Commons, dated 12th February, 1890, for copies of all petitions and correspondence respecting the request for the construction of a siding, on the line of the Intercolonial Railway, at the station of St. Jean Chrysostôme, in the county of Lévis. Presented to the House of Commons, 26th February, 1890.—*Mr. Guay**Not printed.*

- 41a.** Return to an order of the House of Commons, dated 12th February, 1890, for a statement showing the names of all persons who sold to the Dominion Government since the 1st January, 1886, property located in St. Laurent and Lauzon Wards in the town of Lévis, with a view to widening the roadway of the Intercolonial Railway, and an extension of the station at Lévis; the amount paid to each proprietor; the amounts paid for commissions; the rate of percentage, and the persons to whom such amounts were paid. Presented to the House of Commons, 26th March, 1890.—*Mr. Guay*. *Not printed.*
- 41b.** Return to an order of the House of Commons, dated 10th March, 1890, for copies of all petitions to the Minister of Railways since 1st January, 1889, from employees of the Intercolonial Railway workshops at Moncton and the Prince Edward Island Railway, asking for an increase of wages; and also for copies of all answers to the same from the Department of Railways or any official thereof. Presented to the House of Commons, 21st April, 1890.—*Mr. Davies*. *Not printed.*
- 41c.** Return to an order of the House of Commons, dated 10th March, 1890, for copies of all petitions forwarded to the Government by Messrs. Nazaire Ouellet, Geo. Voyer, Alfred Ouellet, F. Coté and others, in relation to damages caused to their properties by the Intercolonial Railway. Presented to the House of Commons, 21st April, 1890.—*Mr. Fiset*. *Not printed.*
- 41d.** Return to an order of the House of Commons, dated 10th March, 1890, for a return showing the past operation of the Intercolonial Railway employees insurance' scheme, and especially (a) the annual receipts and expenditure, including salaries of officials for each year the scheme has been in operation; (b) the amounts paid each year out of the fund to the employees or their representatives, and whether for death or injury; (c) the surplus (if any) now on hand of such fund. Presented to the House of Commons, 22nd April, 1890.—*Mr. Davies*. *Not printed.*
- 41e.** Return to an order of the House of Commons, dated 24th February, 1890, for a return of the casualties to trains on the Intercolonial Railway, arising from collision, broken rails or otherwise, for the calendar year 1889, the respective causes and dates, the amount of damage (if any) in each case to property, the amount of compensation paid to owners of property destroyed or damaged, as well as amount of claims for loss or damage to property (if any) unsettled. Presented to the House of Commons, 22nd April, 1890.—*Mr. Weldon (St. John)*. *Not printed.*
- 41f.** Return to an order of the House of Commons, dated 10th March, 1890, for a return showing (a) the names and number of officials' cars on the Intercolonial Railway and its branches; (b) the original cost, date and place of building of each car, or name of person or company from whom purchased; (c) the cost of repairs to, or expenditure in, each of such cars since acquired; (d) the names, salaries and expenses of each employee on such official cars; (e) the annual expenses of providing the supplies to each such car. Presented to the House of Commons, 9th May, 1890.—*Mr. Davies*—
Not printed.
- 41g.** Return to an address of the Senate to His Excellency the Governor General, dated 1st May, 1890, for a return showing: 1. The rate per ton charged for carrying coal in car loads over the Intercolonial Railway from the mines of Nova Scotia to St. John, Moncton, Newcastle and Campbellton in New Brunswick, and to Rimouski, Rivière du Loup and Quebec, and by the same, with its connections, to Montreal and Toronto. 2. The rate per ton for carrying flour, wheat and other goods of the same class in car loads from Toronto, Montreal and Quebec to Campbellton, Newcastle, Moncton and St. John in New Brunswick, and to Amherst, Truro, Pictou and Halifax in Nova Scotia. 3. The number of freight trains which passed each way between Nova Scotia and Quebec and Ontario, and between New Brunswick and the same provinces, in the year 1889. 4. How many trains carried goods from the west to be shipped at Halifax and St. John, respectively, during 1889, and up to the present date in 1890. Presented to the Senate, 16th May, 1890.—*Hon. Mr. Wark*. *Not printed.*
- 42.** Return to an order of the House of Commons, dated 23rd January, 1890, for a return showing the amount of money expended by the Dominion in each province since Confederation to the 30th of June, 1889, under the following heads: 1. Subsidies to railways in each province, excepting the Canada Pacific main line and Sault Branch. 2. The several railways built by the Dominion in each Province, including the Intercolonial branches and extensions, but not the main line as originally constructed. 3. The buildings erected or purchased in each province, their location and cost. Presented to the House of Commons, 26th February, 1890.—*Mr. McMullen*—
Printed for both Distribution and Sessional Papers.
- 42a.** Amended return (in part) to a return presented to the House of Commons on the 26th February, 1890, showing the amount of money expended by the Dominion in each province since Confederation to the 30th June, 1889, under the following heads: 1. Subsidies to railways in each province, excepting the Canada Pacific main line and Sault Branch. 2. The several railways built by the Dominion in each province, including the Intercolonial branches and extensions, but not the main

line as originally constructed. 3. The buildings erected or purchased in each province, their location and cost. Presented to the House of Commons, 22nd April, 1890.—*Mr. McMullen*

Printed for both Distribution and Sessional Papers.

- 42b.** Return to an order of the House of Commons, dated 21st April, 1890, for a statement of the amount of subsidies voted to the Canada Atlantic Railway Company for the construction of their bridge over the St. Lawrence River, between Coteau and Valleyfield, the amount paid by the Government up to date, and the amount unearned or still to be paid. Presented to the House of Commons, 2nd May, 1890.—*Mr. Bergeron*..... *Not printed.*
- 42c.** Return to an order of the House of Commons, dated 21st April, 1890, for a statement of the amount of subsidies voted by Parliament to the Beauharnois Junction Railway Company, the amount paid by the Government up to date, and the amount still due or unearned. Presented to the House of Commons, 2nd May, 1890.—*Mr. Bergeron*..... *Not printed.*
- 42d.** Papers, correspondence, etc., respecting subsidies to certain railway companies, and towards the construction of certain railways, as follows: Montreal and Ottawa Railway Company (late Vaudreuil and Prescott Railway Company); Waterloo Junction Railway Company; Northern Pacific Junction Railway Company; Ottawa, Morrisburg and New York Railway Company; Erie and Huron Railway Company; Brockville, Westport and Sault Ste. Marie Railway Company; Manitoulin and North Shore Railway Company; Port Arthur, Duluth and Western Railway Company; Lake Erie and Detroit River Railway (formerly Amherstburg, Lake Shore and Blenheim Railway Company); Lindsay, Bobcaygeon and Pontypool Railway Company; Kingston, Smith's Falls and Ottawa Railway Company; Ottawa and Parry Sound Railway Company; Bay of Quinté and Lake Nipissing Railway Company; Cobourg, Northumberland and Pacific Railway Company; St. Stephen and Milltown Railway Company; Woodstock and Centreville Railway Company; St. John River Railway Company, N.B.; Central Railway Company, N.B.; Shelburne and Liverpool to Annapolis Railway Company; Inverness and Richmond Railway Company; International Railway Company; Montreal and Sorel Railway Company; Pontiac Pacific Junction Railway Company; Montreal and Lake Maskinongé Railway Company; Great Eastern Railway Company; Drummond County Railway Company; Oxford Mountain Railway Company; Maskinongé and Nipissing Railway Company; Jacques Cartier Union Railway Company; Quebec Central Railway Company; Quebec and Lake St. John Railway Company; Stewiacke Valley and Lansdowne Railway Company; Temiscouata Railway Company; Tobique Valley Railway Company. Presented to the House of Commons, 14th May, 1890, by Sir John A. Macdonald..... *Not printed.*
- 43.** Return to an order of the House of Commons, dated 12th February, 1890, for a list of Indian reserves within the Province of Manitoba, giving location and area of each one, number of Indians belonging to it at the time of location of such reserve, and number now actually living on same. Presented to the House of Commons, 26th February, 1890.—*Mr. LaRivière*—
Printed for both Distribution and Sessional Papers.
- 43a.** Return to an order of the House of Commons, dated 20th January, 1890, for a return giving the names of all persons who were tried before a magistrate for selling intoxicating liquors to Indians in the county of Grey or Bruce, in the year 1888-89; together with all papers, documents and letters on the subject; also the name of the party who laid the information, the name of the magistrate before whom it was tried, the name of the constable employed, and the name of the lawyer retained in each case, together with the decisions of the magistrate, stating the fines imposed, if any; also if any appeals were made from the decisions of the magistrate, stating before what judge the appeals were tried and what was the result: giving the cost of each trial before the magistrate, and of each appeal before the judge, together with the name, occupation and post office address of every person who received money for any service whatever, either at the trial at the magistrate's court or at the appeal before the judge; the total cost of all the trials, the total fines imposed and collected. If costs were refused at any trial, giving the reason for such refusal; also showing whether any of the Indians who received whiskey were electors of Bruce under the Electoral Franchise Act of Canada. Presented to the House of Commons, 10th March, 1890.—*Mr. Landerkin*..... *Not printed.*
- 43b.** Return to an order of the House of Commons, dated 10th March, 1890, for a statement showing: 1. All moneys in the hands of the Superintendent General of Indian Affairs, belonging to the Indians of the Caughnawaga Reserve. 2. All the several sources from which the said moneys were derived. Presented to the House of Commons, 26th March, 1890.—*Mr. Doyon*..... *Not printed.*

- 43c.** Return to an order of the House of Commons, dated 10th March, 1890, for copies of all correspondence between the Indian Department and the agent or chiefs of the Caughnawaga Reserve, in relation to any indemnity obtained by the Indians of the reserve, on the ground that the extent of their reserve has been considerably diminished by encroachments. Presented to the House of Commons, 9th May, 1890.—*Mr. Doyon*.....*Not printed.*
- 44.** Statement of the affairs of the British Canadian Loan and Investment Company, on 31st December, 1889. Presented to the House of Commons, 16th May, 1890, by Hon. Mr. Speaker...*Not printed.*
- 45.** Return to an address of the House of Commons to His Excellency the Governor General, dated 1st April, 1889, for a return : 1. Giving the names and places of residence of the commissioners appointed in 1883 for the purpose of examining and reporting upon the fitness and eligibility of persons appearing before them for examination and qualification as inspectors of the hulls of freight and passenger steamers plying in Canadian waters. 2. Copies of the circular sent out inviting competitors to meet at Ottawa, and the date or dates so mentioned from time to time. 3. The names and places of residence of all persons who were so examined at each and every meeting of the said commissioners up to date. 4. Copies of the recommendation or recommendations of any of the said commissioners, or any one of them, respecting the said examination or the qualifications, or otherwise, of any or all who underwent such examination at the first or any subsequent meeting of the said commissioners, or either of them. 5. The name and place of residence of each and every inspector of freight and passenger steamer hulls appointed by the Government from 1882 to date ; indicating who were appointed after undergoing and passing the necessary examination, as well as giving the name and place of residence of each and every inspector of such hulls who was appointed without having successfully passed the said examination, together with the name and place of residence of any inspector so appointed, since 1882 to date, who had been dismissed or had resigned within the time specified, and the cause assigned for such dismissal or resignation. 6. The name and place of residence of any person appointed to fill any vacancy or addition as inspector of said hulls. 7. Copies of all correspondence between the Minister of Marine and any person respecting any of the questions enumerated herein. Presented to the House of Commons, 3rd March, 1890.—*Mr. Wilson (Elgin)*.....*Not printed.*
- 46.** Return to an address of the House of Commons to His Excellency the Governor General dated 20th February, 1890, for a copy of the report of Mr. A. F. Wood upon the investigation which he has made into affairs connected with the Welland Canal. Presented to the House of Commons, 6th March, 1890.—*Mr. Edgar*.....*Not printed.*
- 46a.** Return to an order of the House of Commons, dated 29th January, 1890, for a return showing the date of the creation of the Trent Valley Canal Commission, the time and place of the first sitting, the actual number of days it has actually been occupied in the work appertaining to the said Commission, and the number of days and of sittings held in taking and receiving evidence, and the places whereat thus far sittings of the commission have been held. Presented to the House of Commons, 5th March, 1890.—*Mr. Barron*.....*Not printed.*
- 46b.** Return to an order of the House of Commons, dated 3rd March, 1890, for a statement showing, for each year since 1878 : 1. The number of vessels which have passed through the Chambly Canal, and their tonnage. 2. The amount of, and the description of freight carried by these vessels. 3. The amount of tolls collected in the said several years on the said canal. Presented to the House of Commons, 17th March, 1890.—*Mr. Préfontaine*.....*Not printed.*
- 46c.** Supplementary Report of A. F. Wood, Esq., of the Welland Canal Investigation with suggestions as to changes in the present system of management. Presented to the Senate, 1st May, 1890, by Hon. Mr. Abbott.....*Not printed.*
- 47.** Return to an order of the House of Commons, dated 24th February, 1890, for a return of the number of cases entered in the Vice-Admiralty Court of Quebec, during the years 1885, 1886, 1887, 1888 and 1889 ; the number of cases entered during the same years in the Vice-Admiralty Court of Nova Scotia ; and the number of cases entered during the same year in the Vice-Admiralty Court of New Brunswick. Presented to the House of Commons, 5th March, 1890.—*Mr. Weldon (St. John)*.....*Not printed.*
- 48.** Return to an order of the House of Commons, dated 23rd January, 1890, for a statement in detail showing the expenditure made in connection with the Marine and Emigrant Hospital at Quebec, since the 30th June, 1886, the said statement giving : 1. The sum voted each year by the Dominion Parliament. 2. The amount expended. 3. The number of sailors and emigrants taken in each year, and the total number of days that each one of these passed in the hospital. 4. The number of persons not being sailors or emigrants, taken into the said hospital, and the number of days that each one of this class passed there. 5. The total cost day by day of each patient. 6. The amount received by the Government for the patients who are neither emigrants nor sailors. 7. The amount

received from the Sick Mariners' Fund under the Act 49 Vic., chap. 76, section 16. Presented to the House of Commons, 5th March, 1890.—*Mr. Langelier (Quebec Centre)*—

Printed for both Distribution and Sessional Papers.

- 48a.** Return to an address of the House of Commons to His Excellency the Governor General, dated 22nd January, 1890, for copies of all Orders in Council, correspondence and documents respecting the establishment of the Marine Hospital at Quebec and respecting the closing of the same. Presented to the House of Commons, 17th March, 1890.—*Mr. Langelier (Quebec Centre)*..... *Not printed.*
- 49.** Return to an order of the House of Commons, dated 29th January, 1890, for a return showing whether or not the island known as Sultana Island, in the Lake of the Woods, has been sold, and if sold, showing by what right or title the Government of Canada claimed to have the power to sell the same; showing, also, all correspondence had between the Government of Canada and the purchaser or purchasers of said island, or the solicitors or other persons acting on behalf of such purchaser or purchasers (if any); showing, also, the area of land contained in said island, and the value and extent of the pine timber thereupon, and the price or amount for which the said island was sold, and the names and addresses of the purchaser or purchasers thereof. Also any map showing locality of island. Presented to the House of Commons, 5th March, 1890.—*Mr. Barron*—
Not printed.
- 49a.** Supplementary return to an order of the House of Commons, dated 29th January, 1890, for a return showing whether or not the island known as Sultana Island, in the Lake of the Woods, has been sold, and if so, showing by what right or title the Government of Canada claimed to have the power to sell the same; showing, also, all correspondence had between the Government of Canada and the purchaser or purchasers of said island, or the solicitors or other persons acting on behalf of such purchaser or purchasers (if any); showing, also, the area of land contained in said island, and the value and extent of the pine timber thereupon, and the price or amount for which the said island was sold, and the names and addresses of the purchaser or purchasers thereof. Also any map showing locality of island. Presented to the House of Commons, 2nd April, 1890.—*Mr. Barron*..... *Not printed.*
- 50.** Return to an order of the House of Commons, dated 17th April, 1889, for a return showing the number of permanent clerks employed by the Department of the Interior, including inside and outside service. And also the number of extra clerks at present in the employ of the said department in the same service. Presented to the House of Commons, 5th March, 1890.—*Mr. Weldon (St. John)*—
Not printed.
- 51.** Official correspondence in the matter of Private C. J. Hurrell, applying for further compensation as a wounded volunteer. Presented to the House of Commons, 7th March, 1890, by Sir Apolphe Caron..... *Not printed.*
- 51a.** Official correspondence in the matter of Valiquette's pension. Presented to the House of Commons, 7th March, 1890, by Sir Adolphe Caron..... *Not printed.*
- 51b.** Return to an order of the House of Commons, dated 26th March, 1890, for a statement showing: 1. The date when Private C. T. Hurrell was notified by the Government of the passing of the passing of the Order in Council of the 13th November, 1888, granting him a pension. 2. The amounts paid him by way of gratuity or pension, and the dates of such payments. Presented to the House of Commons, 18th April, 1890.—*Mr. Mulock*..... *Not printed.*
- 51c.** Copy of a declaration made by Antoine Valiquette, father of the late Primat Valiquette, sergeant in the 65th Battalion. Presented to the House of Commons, 18th April, 1890, by Sir A. P. Caron.
Not printed.
- 52.** Return to an order of the House of Commons, dated 30th January, 1890, for copies of all letters to the Government asking that engineers be sent to examine Kettle Creek, between St. Thomas and Port Stanley, with a view to ascertaining the feasibility of building a canal; and all reports, maps and other documents sent in by such engineers. Presented to the House of Commons, 10th March, 1890.—*Mr. Wilson (Elgin)*..... *Not printed.*
- 53.** Return to an order of the House of Commons, dated 12th February, 1890, for copies of all correspondence between the Government, or any of its departments, and the corporation known as the "Président et syndics de la commune de la seigneurie d'Yamaska," respecting damages occasioned to their lands by the dam erected in the Yamaska River. Presented to the House of Commons, 10th March, 1890.—*Hon. Mr. Laurier*..... *Not printed.*
- 53a.** Return to an order of the House of Commons, dated 24th February, 1890, for copies of all claims made by Elphège Cardin, Jean Cardin, George Tonnancourt and Bruno St. Germain, to be compensated for damages occasioned to their lands by the dam erected in the Yamaska River; of all correspondence arising out of such claims; together with a statement of all sums allowed to each of them in settlement of their claims. Presented to the House of Commons, 20th March, 1890.—*Hon. Mr. Laurier*..... *Not printed.*

- 53b. Return to an order of the House of Commons, dated 12th February, 1890, for copies of the late reports made by the Engineer of the Public Works Department respecting works to be carried out at Rivière du Sud, in the county of Montagny. Presented to the House of Commons, 17th March, 1890.—*Mr. Choquette*..... *Not printed.*
54. Return to an order of the House of Commons, dated 30th January, 1890, for a return of all correspondence, petitions, reports or other papers respecting the sale, ownership or condition of the Dundas and Waterloo Macadamized Road, since the close of the session of 1889. Presented to the House of Commons, 10th March, 1890.—*Mr. Bain (Wentworth)*..... *Not printed.*
- 54a. Return to an order of the House of Commons, dated 29th January, 1890, for copies of all petitions, reports of engineers, and all correspondence in reference to the dredging of the bar at the mouth of the river Thames, in the county of Kent, Ontario. Presented to the House of Commons, 10th March, 1890.—*Mr. Campbell*..... *Not printed.*
55. Return to an order of the House of Commons, dated 22nd January, 1890, for copies of all correspondence and documents respecting the appointment of Mr. Joseph Garneau as Superintendent of Government works at Quebec; and respecting his removal and the substitution of a person named L. P. Lépine. Presented to the House of Commons, 10th March, 1890.—*Mr. Langelier (Quebec Centre)*..... *Not printed.*
56. Return to an order of the House of Commons, dated 5th February, 1890, for a return of a copy of the contract and specification for the erection of the Post Office and Custom House building at Annapolis, Nova Scotia; the several tenders and amounts thereof; also any order or orders altering the quality and nature of the stone used in the construction. Presented to the House of Commons, 10th March, 1890.—*Mr. Weldon (St. John)*..... *Not printed.*
- 56a. Return to an order of the House of Commons, dated 4th March, 1889, for copies of all petitions and resolutions forwarded to the Government by the citizens or Corporation of the town of Lévis, in relation to the building of a post office in the said town. Presented to the House of Commons, 10th March, 1890.—*Mr. Guay*..... *Not printed.*
- 56b. Return to an order of the House of Commons, dated 12th February, 1890, for copies of all petitions, letters, etc., to the Department at Ottawa, praying for a post office at Palmer Road, Prince Edward Island; also all correspondence to and from the Post Office Department at Ottawa and the Post Office Inspector at Charlottetown, Prince Edward Island, on the same subject. Presented to the House of Commons, 21st April, 1890.—*Mr. Perry*..... *Not printed.*
- 56c. Return to an order of the House of Commons, dated 12th February, 1890, for copies of two enquiries made by Messrs. Bourgeois, King and Bolduc, respecting the post office at Pierreville, P.Q.—*Mr. Choquette*..... *Not printed.*
57. Return to an order of the House of Commons, dated 11th March, 1889, for copies of all correspondence, reports, etc., respecting the wharf at St. Roch des Aulnets, in the county of L'Islet, between the Department of Public Works and the late Charles Frs. Roy, surveyor, and the residents of the said municipality interested therein. Presented to the House of Commons, 10th March, 1890.—*Mr. Casgrain*..... *Not printed.*
- 57a. Return to an order of the House of Commons, dated 27th January, 1890, for copies of the accounts connected with the building of a wharf at Kamouraska, in the province of Quebec, made up in the course of the year 1889. Presented to the House of Commons, 10th March, 1890.—*Mr. Dessaint*—*Not printed.*
58. Return to an order of the House of Commons, dated 27th January, 1890, for a statement, in detail, showing the expenditure made in connection with repairs to Tignish Breakwater, Prince Edward Island, during 1889; the date of commencement of work, and when completed; the name of party in charge of work. Presented to the House of Commons, 10th March, 1890.—*Mr. Perry*—*Not printed.*
- 58a. Return to an order of the House of Commons, dated 26th February, 1890, for a statement showing the number of Government wharves, piers and breakwaters repaired in Prince Edward Island during the year 1889, the amount expended on each of said wharves, piers and breakwaters. Presented to the House of Commons, 20th March, 1890.—*Mr. Perry*..... *Not printed.*
59. Return to an order of the House of Commons, dated 24th February, 1890, for copies of the reports made by the chief engineer relating to the survey of Cove Head Harbor, in Prince Edward Island, four or five years ago. Presented to the House of Commons, 10th March, 1890.—*Mr. Davies*—*Not printed.*
- 59a. Return to an order of the House of Commons, dated 20th January, 1890, for a copy of Government engineer's report of survey of Harbors of Pinette and Wood's Island, and also copy of report of survey of New London Harbor and Breakwater, in the province of Prince Edward Island. Presented to the House of Commons, 10th March, 1890.—*Mr. Welsh*..... *Not printed.*

- 59b.** Return to an order of the House of Commons, dated 24th February, 1890, for copies of any reports made by the chief engineer relating to survey of Tracadie Harbor, Prince Edward Island, some years ago. Presented to the House of Commons, 20th March, 1890.—*Mr. Davies*....*Not printed.*
- 59c.** Return to an order of the House of Commons, dated 10th March, 1890, for a return showing the date of commencing the work of blasting the rock in Cascumpec Harbor, in Prince Edward Island, in the summer of 1889, the date at which the work stopped, the names of workmen employed, the amount of wages paid to each diver and to each laborer; also the whole amount expended in blasting said rock up to December, 1889. Presented to the House of Commons, 1st April, 1890.—*Mr. Perry*.....*Not printed.*
- 59d.** Return to an order of the House of Commons, dated 10th March, 1890, for a return showing the number of tenders made or put in for the public work at the eastern gap of the Toronto Harbor works; the name or names of each person or company tendering for the work and the amount of each tender and the terms thereof, with a statement of the approximate quantities upon which each tender was calculated; and of all letters and correspondence, statements, documents and papers pertaining to the letting of the contract and to any and all of the tenders. Presented to the House of Commons, 1st April, 1890.—*Mr. Barron*.....*Not printed.*
- 59e.** Return to an order of the House of Commons, dated 19th March, 1890, for a return of all correspondence, petitions, memorials, reports of the chief engineer of the Department relative to the necessity and expediency of dredging and otherwise improving the harbor at Picton, Bay of Quinté, since 1st January, 1883; and also containing all correspondence, petitions, memorials and reports concerning the desirability or expediency of construction of public buildings at the said town of Picton for the accommodation of post office, customs and inland revenue offices in that town, since 1st January, 1886. Presented to the House of Commons, 2nd April, 1890.—*Mr. Platt*—
Not printed.
- 59f.** Return to an order of the House of Commons, dated 17th March, 1890, for copies of all reports of the chief engineer on the pier at Hall's Harbor, Nova Scotia, since the year 1882; and for copies of all correspondence relating to said pier. Presented to the House of Commons, 2nd April, 1890.—*Mr. Borden*.....*Not printed.*
- 59g.** Statements and correspondence in reference to the Harbor Works at Quebec, Graving Dock at Esquimalt, etc. Presented to the House of Commons, 16th May, 1890, by Sir Hector Langevin—
Printed for both Distribution and Sessional Papers.
- 60.** Return to an order of the House of Commons, dated 30th January, 1890, for a statement showing the amount of dredging done during the season of 1889 in Prince Edward Island by the dredge "Prince Edward;" the names of harbors and other places dredged during said season, and the amount of work done in each harbor. Presented to the House of Commons, 10th March, 1890.—*Mr. Perry*.....*Not printed.*
- 61.** Return to an order of the House of Commons, dated 24th February, 1890, for copies of all correspondence which has passed between the Auditor General and the Minister of the Interior, or any other person, in reference to the allowance for travelling expenses of William McGirr, private secretary to the Superintendent General of Indian Affairs. Presented to the House of Commons, 10th March, 1890.—*Mr. Lister*.....*Not printed.*
- 62.** Return to an address of the House of Commons to His Excellency the Governor General, dated 29th January, 1890, for a copy of the quarantine regulations of Grosse Isle, together with all Orders in Council and instructions given to the medical officers at said station. Presented to the House of Commons, 10th March, 1890.—*Mr. Landerkin*.....*Not printed.*
- 63.** Return to an order of the House of Commons, dated 12th February, 1890, for copies of correspondence in connection with a claim, made by the district of St. Peter's, in the county of Richmond, for medical attendance and board of Kenneth Chisholm, a sick mariner, belonging to the schooner "Jeanie." Presented to the House of Commons, 10th March, 1890.—*Mr. Flynn*—
Not printed.
- 64.** Return to an order of the House of Commons, dated 24th January, 1890, for a return showing: 1. The total number of Chinese immigrants who have arrived in the Dominion of Canada from the 31st March, 1887, to the 31st December, 1889, specifying the ports at which such immigrants have arrived. 2. The amount of fees or duties collected from Chinese immigrants during the same period. 3. The number of certificates of residence that have been issued to Chinese as provided for under section 13 of the Act to restrict and regulate Chinese immigration into Canada, since the passage of the Act. 4. The number of Chinese who have been detected in attempting to land in Canada upon fraudulent certificates and who were prevented by the courts from doing so. 5. Copies of all correspondence having reference to the removal from office of Mr. Vroman *alias* Mr. Gardner, and also all correspondence having reference to the appointment of a Chinaman to the

- position of interpreter at the port of Vancouver, in the place of the said Mr. Gardner. 6. The number of Chinese who have passed through Canada in bond for passage from Vancouver by steamer to China, and the regulations that have been prescribed for placing them securely on board said steamers to prevent their disembarkation into Canada. 7. The total number of Chinese other than those in bond who have left Canada during the first mentioned period, and the number of return certificates that have been issued. Presented to the House of Commons, 10th March, 1890.—*Mr. Gordon*.....*Printed for Sessional Papers only.*
- 65.** Return to an address of the Senate to His Excellency the Governor General, dated 21st January, 1890, for copies of all reports and other communications in reference to the deposit of sawdust, slabs, or other offensive material, in the Ottawa and other rivers of the Dominion. Presented to the Senate, 10th March, 1890.—*Hon. Mr. Clemow*—
Presented for both Distribution and Sessional Papers.
- 65a.** Return to an order of the House of Commons, dated 24th February, 1890, for a copy of the report of Sandford Fleming, C.E., of the examination made by him as to sawdust, &c., put in the Ottawa by the saw mills at the Chaudière and other mills on the Ottawa River. Presented to the House of Commons, 20th March, 1890.—*Mr. Landerkin*.....*Not printed.*
- 66.** Return to an address of the Senate to His Excellency the Governor General, dated 22nd January, 1890, for a detailed statement showing the settlement effected with the lessees of hydraulic lots at the Chaudière, city of Ottawa; as likewise copies of new leases entered into with the several lessees of the said hydraulic lots. Presented to the Senate, 10th March, 1890.—*Hon. Mr. Clemow.*
Not printed.
- 66a.** Return to an order of the House of Commons, dated 24th February, 1890, for return showing the names of all parties in arrears for hydraulic and other rents up to the 1st instant, and the amounts respectively due by such parties. Presented to the House of Commons, 22nd April, 1890.—*Mr. Somerville*.....*Not printed.*
- 67.** Return to an address of the House of Commons to His Excellency the Governor General, dated 29th January, 1890, for copies of all petitions, correspondence and documents of every nature respecting the Great Eastern Railway, or any other line of railway which it is proposed to lay between Lévis and Montreal, following the course of the river St. Lawrence. Presented to the House of Commons, 12th March, 1890.—*Mr. Rinfret*.....*Not printed.*
- 68.** Report in relation to the appointment of non-commissioned officers in the Royal Military College. Presented to the House of Commons, 13th March, 1890, by Sir A. P. Caron.....*Not printed.*
- 69.** Certified copy of a report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 11th January, 1885, in relation to matters between the Government and the city of Ottawa. Presented to the House of Commons, 17th March, 1890, by Sir Hector Langevin.....*Not printed.*
- 70.** Return to an address of the House of Commons to His Excellency the Governor General, dated 27th January, 1890, for copies of the reports or opinions of the Law Officers of the Crown relating to the Act passed by the Legislature of the province of Quebec intituled: "An Act for the settlement of the Jesuits' Estates," and also copies of the case or cases or other documents or reports submitted to the said Law Officers, or to Her Majesty's Secretary of State for the Colonies, in relation to the said Act, and upon which the said opinions were obtained, and also all the despatches and correspondence in reference thereto. Presented to the House of Commons, 17th March, 1890.—*Mr. O'Brien*.....*Printed for both Distribution and Sessional Papers.*
- 71.** Return to an order of the House of Commons, dated 24th February, 1890, for a statement showing, in detail, the population by origin, according to the census of 1885, of that part of the provisional district of Saskatchewan lying to the south of the line between townships 47 and 48, and bounded on the west by the line between ranges 11 and 12, west of the 3rd initial meridian, and on the east by the 3rd initial meridian, in the Dominion Lands system of survey, now the electoral district of Batoche. Also of that part of the same provisional district lying to the east of the 3rd initial meridian in the Dominion Land system of survey, and bounded on the north by the southern boundary of the electoral district of Prince Albert, now the electoral district of Kinistino. Presented to the House of Commons, 17th March, 1890.—*Mr. Laurier*.....*Not printed.*
- 72.** Return to an order of the House of Commons, dated 12th February, 1890, for a return showing the annual losses of ships since 1868 in the Gulf of St. Lawrence and on the Atlantic coast and Bay of Fundy, owing to tides, currents and fogs, with the name and tonnage of each vessel, and such particulars in each case as to the causes and extent of damage, as may be in the possession of the Government. Presented to the House of Commons, 17th March, 1890.—*Mr. Curran*—
Printed for Sessional Papers only.

- 73.** Return to an order of the House of Commons, dated 24th February, 1890, for a return showing the number of Reports of the Geological Survey published respectively for each year of the last ten years, the number sold each year, the number distributed gratuitously, and the number still on hand. Presented to the House of Commons, 17th March, 1890.—*Mr. Ferguson (Welland)*—
Printed for Sessional Papers only.
- 74.** Correspondence of the Governments of Ontario and Quebec in reference to the ownership of the beds of harbors, rivers, etc. Presented to the House of Commons, 19th March, 1890, by Sir John Thompson.....*Printed for both Distribution and Sessional Papers.*
- 75.** Statement, in detail, of Receipts and Payments of Canada, for the eight months ending 28th February, for the years 1889 and 1890 respectively. Presented to the House of Commons, 20th March, 1890, by Hon. G. E. Foster.....*Not printed.*
- 76.** Return to an address of the House of Commons, to His Excellency the Governor General, dated 29th January, 1890, for: 1. Copies of all petitions addressed to his Excellency the Governor General by settlers in the districts of Cranberry, Cedar, Wellington, Nanoose and Nanaimo, British Columbia, asking the privilege of obtaining the lands on which they had squatted on the Island Railway reserve on ordinary terms allowed to settlers, viz., that their grant should include surface and minerals. 2. For copies of all Orders in Council passed to authorise a commission to enquire into the claims of said settlers. Presented to the House of Commons, 26th March, 1890.—*Hon. Mr. Laurier*.....*Not printed.*
- 77.** Return to an order of the House of Commons, dated 19th March, 1890, showing salary and remuneration paid to Mr. Arthur Prieur, employee of the House, as translator or otherwise, and the total amount received by him since his employment in any capacity. Presented to the House of Commons, 31st March, 1890, by Hon. Mr. Speaker.....*Not printed.*
- 78.** Return to an order of the House of Commons, dated 19th March, 1890, for a return showing: 1. The actual cost of first construction of the Montreal Court House, 1851-57. 2. The amount spent for repairs since each year down to Confederation. Presented to the House of Commons, 1st April, 1890.—*Mr. Curran*.....*Not printed.*
- 79.** Return to an order of the House of Commons, dated 12th February, 1890, for a return showing: 1. The total amount of money expended in dredging McGregor's Creek, in the town of Chatham, Ontario. 2. The amount expended for piling and planking the same. The name of each contractor, and amount of their several contracts. 3. The amount of money paid property owners for damage done to their property in consequence of such dredging, with the name and amount paid each property owner. 4. The name and amount of all claimants whose claims have been rejected, or which are still under the consideration of the Government. Presented to the House of Commons, 1st April, 1890.—*Mr. Campbell*.....*Not printed.*
- 80.** Return to an order of the House of Commons, dated 24th February, 1890, for the report and plans of the Chief Engineer of the Department of Public Works employed to make a survey and examination, with a view to the construction of an inter-provincial bridge across the Ottawa River, between the village of La Passe, in the province of Ontario, and the village of Fort Coulonge, in the province of Quebec. Presented to the House of Commons, 1st April, 1890.—*Mr. Bryson*—
Not printed.
- 81.** Return to an order of the House of Commons, dated 24th February, 1890, for a return showing the number of self-binders, reapers and mowers exported from the Dominion during the past three years; giving the names of the exporters, the countries to which exported, and the amount of drawback allowed on each of the articles so exported. Presented to the House of Commons, 3rd April, 1890.—*Mr. Paterson (Brant)*.....*Not printed.*
- 82.** Return to an address of the House of Commons to His Excellency the Governor General, dated 22nd January, 1890, for copies of all correspondence between the officers of the Temperance Colonization Company, and the officers of the Saskatchewan Land and Homestead Company, and the Department of the Interior, or any member of the Government; and all correspondence between Rev. Alexander Sutherland and John T. Moore and the Department of the Interior, or any member of the Government, in relation to the location of lands and claims for placing immigrants on lands, and compensation for assisting immigration to the said lands, together with all Orders in Council relating to such claims. Presented to the House of Commons, 14th April, 1890.—*Mr. Somerville*—
Not printed.
- 82a.** Supplementary return to an address of the House of Commons, to His Excellency the Governor General, dated 22nd January, 1890, for copies of all correspondence between the officers of the Temperance Colonization Company and the officers of the Saskatchewan Land and Homestead Company and the Department of the Interior, or any member of the Government; and all correspondence between the Rev. Alexander Sutherland and John T. Moore and the Department of the

- Interior, or any member of the Government, in relation to the location of lands and claims for placing immigrants on lands, and compensation for assisting immigration to the said lands, together with all Orders in Council relating to such claims. Presented to the House of Commons, 18th April, 1890.—*Mr. Somerville* *Not printed.*
- 82b. Return to an order of the House of Commons, dated 17th March, 1890, for a return of all correspondence, memorials and agreements between the Government and the Temperance Colonization Company, together with correspondence of settlers, employees and members of the Company, relative to the operations of the said company. Presented to the House of Commons, 16th May, 1890.—*Mr. Wallace*..... *Not printed.*
83. Return to an order of the House of Commons, dated 10th March, 1890, for copies of all petitions and correspondence respecting the placing of a floating light opposite Yamachiche, in Lake St. Peter, River St. Lawrence. Presented to the House of Commons, 16th April, 1890.—*Mr. Rinfret*.
Not printed.
- 83a. Return to an order of the House of Commons, dated 19th March, 1890, for copies of all petitions, correspondence and documents whatsoever respecting the placing of a floating light on the St. Lawrence opposite the church of Ste. Croix, in the county of Lotbinière, in place of the buoy now located there. Presented to the House of Commons, 25th April, 1890.—*Mr. Rinfret* *Not printed.*
84. Report of Collingwood Schreiber, Esq., Chief Engineer and General Manager of Government Railways, on the completion of the location survey of the proposed line of railway between Harvey Station on the New Brunswick Railway, and a point on the Intercolonial Railway near Moncton *via* Fredericton, known as the "Harvey-Moncton Section of the Short Line Railway." Presented to the House of Commons, 24th April, 1890, by Sir John Macdonald *Not printed.*
85. Return to an order of the House of Commons, dated 10th March, 1890, for copies of forms of advertisement and of tender, of tenders received of the contract entered into in connection with a steam service between any ports in the Maritime Provinces and any West India ports; also all correspondence connected therewith between any of the public departments and any persons interested in the establishment of the said service. Presented to the House of Commons, 29th April, 1890—*Mr. Trow*..... *Not printed.*
86. Return to an order of the House of Commons, dated 24th January, 1890, for a return of all papers and correspondence between the Ontario Manufacturers' Association and the Dominion Government, during the years 1883, 1884 and 1885, on the subject of proposed legislation relating to factories. Presented to the House of Commons, 1st May, 1890.—*Mr. Edgar*..... *Not printed.*
87. Return to an order of the House of Commons, dated 30th January, 1890, for copy of report made and evidence taken by the court of enquiry ordered by the Department of Marine to investigate the loss of the steamer "Quinté," which was burned on Bay of Quinté in the autumn of 1889. Presented to the House of Commons, 2nd May, 1890.—*Mr. Platt*..... *Printed for Sessional Papers only.*
- 87a. Return to an order of the House of Commons, dated 5th March, 1890, for a return of all claims made by the Government since Confederation against individuals, companies or corporations for damages done to Government property by steamers, vessels or other craft; giving the names of vessels, etc., their owners, dates and items of each claim, distinguishing those paid and unpaid. Presented to the House of Commons, 2nd May, 1890.—*Mr. Cook*..... *Not printed.*
- 87b. Report of Lieut. Gordon, R.N., into the conduct of the master and mate of the steamship "Baltic," in connection with the outrage perpetrated on one Charles Hambly, a deck-hand of the said vessel, on the 26th August, 1889. Presented to the House of Commons, 14th May, 1890, by Hon. Mr. Colby..... *Printed for Sessional Papers only.*
- 87c. Return (*in part*) to an order of the House of Commons, dated 5th March, 1890, for a return of all claims made by the Government since Confederation against individuals, companies or corporations for damages done to Government property by steamers, vessels or other craft; giving the names of vessels, etc., their owners, dates and items of each claim, distinguishing those paid and unpaid. Presented to the House of Commons, 16th May, 1890.—*Mr. Cook*..... *Not printed.*
88. Return to an order of the House of Commons, dated 14th April, 1890, for copies of all agreements made between the Government, or the Minister of Railways, and the Western Union Telegraph Company, respecting the construction and operation of a telegraph line along the Cape Breton Railway. Presented to the House of Commons, 2nd May, 1890.—*Mr. Macdonald (Victoria)*—
Not printed.
89. Return to an order of the House of Commons, dated 14th April, 1890, for copies of the petitions, letters, and the plans and engineers' reports respecting the projected dam at Hungry Bay, in the county of Beauharnois. Presented to the House of Commons, 2nd May, 1890.—*Mr. Bergeron*—
Not printed.
90. Return to an order of the House of Commons, dated 21st April, 1890, for copies of all petitions and other documents relating to the building of the proposed branch railway to Matane. Presented to the House of Commons, 2nd May, 1890.—*Mr. Fiset*..... *Not printed.*

- 91.** Liquor License Act, 1883, memorandum of claims for fines, costs, &c., imposed on holders of Dominion Licenses for violations of the Provincial License Act. Presented to the House of Commons, 5th May, 1890, by Hon. J. Costigan..... *Printed for Sessional Papers only.*
- 91a.** Return to an order of the House of Commons, dated 10th March, 1890: 1. For a return, in detail, of all expenses attending the passage and enforcement of the Liquor License Act of 1883 up to date. 2. The amount of all law costs *re* its constitutionality. 3. The names of all the legal firm or firms employed by the Government, and the amount paid said firm or firms. Presented to the House of Commons, 16th May, 1890.—*Mr. Trow*..... *Not printed.*
- 92.** Return to an order of the House of Commons, dated 14th April, 1890, for copies of all correspondence between the Department of Militia and Defence and the officers of the staff of Military District No. 1 regarding the pay and allowances of said officers. Presented to the House of Commons, 6th May, 1890.—*Mr. Scriver*..... *Not printed.*
- 92a.** Return to an address of the House of Commons to His Excellency the Governor General, dated 21st April, 1890, for copies of all Orders in Council making appointments, promotions and changes in the Department of Militia and Defence, for the year ending 31st December, 1889. Presented to the House of Commons, 6th May, 1890.—*Mr. Lister*..... *Not printed.*
- 93.** Return to an order of the House of Commons, dated 21st April, 1890, for a return of the quantity and value of eggs imported into and exported from the provinces of Ontario and Quebec since 1st January last; also the countries they have been imported from and exported to. Presented to the House of Commons, 6th May, 1890.—*Mr. Guillet*..... *Printed for Sessional Papers only.*
- 94.** Correspondence respecting the surrender of the Anderson contract for the Atlantic Steamship Service. Presented to the House of Commons, 13th May, 1890, by Hon. G. E. Foster—
Printed for Sessional Papers only.
- 95.** Return to an order of the House of Commons, dated 24th January, 1890, for a return showing the total amount of expenditure to date on the Government Printing Bureau building, the total expenditure to date on type, presses and all other printing and binding machinery and material placed in the bureau; also the total amount paid in salaries and wages to officers and employees in the bureau from the 1st July, 1889, to 1st January, 1890. Presented to the House of Commons, 14th May, 1890.—*Mr. Innes*..... *Printed for Sessional Papers only.*
- 96.** Return (in part) to an order of the House of Commons, dated 23rd January, 1890, for a return showing the amount of money expended by the Dominion in each province since Confederation to the 30th of June, 1889, under the following heads: 1. Subsidies to railways in each province, excepting the Canada Pacific main line and Sault branch; 2. The several railways built by the Dominion in each Province, including the Intercolonial branches and extensions, but not the main line as originally constructed; 3. The buildings erected or purchased in each province, their location and cost. Presented to the House of Commons, 7th May, 1890.—*Mr. McMullen*—
Printed for both Distribution and Sessional Papers.
- 97.** Return to an order of the House of Commons, dated 31st March, 1890, for a statement showing the number of barrels of Canadian flour brought by sea or directly, or through the United States of America, into the several provinces of Nova Scotia, New Brunswick and Prince Edward Island, during the year 1889. Presented to the House of Commons, 16th May, 1890.—*Mr. Weldon (St. John)*..... *Not printed.*
- 98.** Return to an order of the House of Commons, dated 12th February, 1890, for a return showing the names of the six Pagans returned for the parish of Ste. Elizabeth, in the county of Joliette and province of Quebec, in the census returns of 1881, as appears from the original schedule of the enumerator for that parish. Presented to the House of Commons, 16th May, 1890.—*Mr. Charlton*.
Not printed.
- 99.** Return to an order of the House of Commons, dated 10th March, 1890, for copies of all papers connected with the seizure of the tug "Rooth" at Amherstburg, in July or August last, having a raft in tow, and bound from French River to Fort Erie. Presented to the House of Commons, 16th May, 1890.—*Mr. Charlton*..... *Not printed.*
- 100.** General statements and returns of baptisms, marriages and burials in the districts of Chicoutimi, Gaspé, Joliette and Montmagny, for the year 1889. Presented to the House of Commons, 16th May, 1890, by Hon. Mr. Speaker..... *Not printed.*
- 101.** Return to an address of the Senate to His Excellency the Governor General, dated 22nd April, 1890, for copies of all correspondence between the Minister or Deputy Minister of Justice, Inspector Moylan, or any official in connection with the Department of Justice, and the Warden, Deputy Warden, or any other official of the British Columbia Penitentiary, relating to the dismissal of John Wiggins, lately a guard in the aforesaid penitentiary. Presented to the Senate, 16th May, 1890.—*Hon. Mr. McInnes (New Westminster)*..... *Not printed.*

STATEMENT

(28)

Of all Superannuations and Retiring Allowances in the Civil Service, giving the Name and Rank of each person Superannuated or Retired, his Salary, Age and Length of Service, his Allowance and cause of Retirement, whether vacancy has been filled by Promotion or new Appointment, &c., for Year ending 31st December, 1889.

Name.	Rank.	Salary.		Age.	Service.	Added Service.	Super-annuation Allowance.		Gratuity.	Cause.	Vacancy filled by	Salary of new Appointee.
		\$	Yrs				\$	cts.					$	cts.
<i>Customs.</i>												
Wilson, Joseph.....	Collector	1,100	70	45	.....	.....	770	00	.....	Age.....	New appointment.....	1,000
Stewart, E. J.....	Landing Waiter and Searcher.	300	70	24	.....	.....	144	00	.....	do.....	Not filled.....	.....
Vrooman, J. E.....	Chinese Interpreter	1,500	26	21½	.....	.....	.....	.....	364	58	do.....	.....
McGruar, D.....	Locker.	600	74	31	.....	.....	372	00	.....	Abolition of office.....	do.....	.....
St. Jean, Louis.....	Tide Waiter	600	44	23	.....	.....	276	00	.....	Ill-health.....	New appointment.....	600
Ross, Hon. Wm.....	Collector	3,000	62	14	.....	.....	840	00	.....	To promote efficiency.....	do.....	3,000
Shortis, E.....	Tide Waiter.	550	67	18	.....	.....	192	00	.....	Age and inefficiency.....	Not filled.....	.....
Dixon, Jas. E.....	Sub-collector	400	71	28	.....	.....	224	00	.....	do.....	New appointment.....	300
Horan, G. J.....	Clerk and Landing Waiter	850	64	18	.....	.....	300	00	.....	To promote efficiency and economy.....	do.....	600
Bissonnette, J. B.....	Landing Waiter	600	67	15	.....	.....	180	00	.....	Age and infirmity.....	do.....	500
Anderson, M. J.....	Surveyor	800	74	32	.....	.....	512	00	.....	Age and to promote efficiency and economy.....	Not filled.....	.....
Chamberlin, A. R.....	Landing Waiter and Searcher.	250	67	16	.....	.....	83	20	.....	To promote efficiency and economy.....	do.....	.....
Olive, Isaac.....	Tide Waiter	600	77	17	.....	.....	204	00	.....	Age and infirmity.....	do.....	.....
Olive, W. H.....	Locker.	650	80	21	.....	.....	273	00	.....	do.....	do.....	.....
Woster, T.....	Sub-collector	300	70	18	.....	.....	108	00	.....	do.....	New appointment.....	300
Morrison, John.....	Tide Waiter.	300	67	28	.....	.....	336	00	.....	Bodily infirmity.....	Not filled.....	.....
Norris, J. G.....	Sub-collector	1,600	60	13	.....	.....	416	00	.....	Age and ill-health.....	do.....	.....
Rusk, John.....	Collector	1,100	64	12	.....	.....	264	00	.....	do.....	New appointment.....	800
							5,494	20	364	58		
<i>Inland Revenue.</i>												
Mulligan, Jos.....	Excise Officer.	750	57	17	.....	.....	248	20	.....	Ill-health.....	New appointment.....	600
Kennedy, J. D.....	do	850	67	22	.....	.....	374	00	.....	Age.....	do.....	600
McEachern, A.....	Collector	500	69	29	.....	.....	290	00	.....	Age and to promote efficiency and economy.....	Not filled.....	.....
Brougham, M. E.....	Excise Officer.	750	60	17	.....	.....	255	00	.....	Age and physical incapacity.....	New appointment.....	600

Name	Position	Salary	Age	Remarks	Notes
Thibault, Chas.	Secretary to late Board of Dominion Arbitrators	2,000	49	do	760 00
		15,950			6,112 00
					937 50
<i>Marine.</i>					
Harrison, Thos.	Light Keeper.	400	71	Age	96 00
Young, Reuben	do	150	83	do	36 00
Buteau, E. E.	Agent at Quebec.	900	35	Ill health	486 00
Kavanagh, L.	Light Keeper	460	72	Age	322 00
Trudel, B.	Chief of Police at Quebec and Shipping Master.	1,500	48	To promote efficiency and economy.	330 00
White J. B.	Light Keeper.	280	73	Age	140 00
Ormond, H. St. A.	Inspector, Harbor Police at Montreal	1,400	67	Abolition of office.	308 00
Murphy, Geo.	Chief Constable, Harbor Police at Montreal	1,098	52	do	283 04
Fafford, Louis F.	Light Keeper.	400	66	Age and ill health.	136 00
Risley, Samuel	Chairman, Board of Steamboat Inspectors	1,800	67	do	1,152 00
Card, Nelson	Light Keeper.	500	71	do	96 00
		8,888			3,365 54
<i>Post Office.</i>					
Wall, John	Letter Carrier	480	53	Ill health.	273 33
Auger, A. E.	Clerk	800	61	do	560 00
Dewe, John	Chief Post Office Inspector	2,800	68	Age and ill health.	1,960 00
Pepin, Felix	Letter Carrier	450	26	Ill health.	150 00
Young, Wm.	do	600	67	Age	168 00
Colbeck, Henry	Assistant Postmaster	1,800	65	Age and ill health.	1,260 00
Murphy, John	Superintendent, Letter Carriers	720	31	Ill health.	201 00
		7,650			4,149 00
<i>Railways and Canals.</i>					
Phillips, John	Lock Laborer	252	25	Age and loss of sight.	166 48
Coughlin, Timothy	Lock Master	200	82	Advanced age.	140 00
McDonald, D. A.	Supt., Cornwall Canal	*200	72	Age	1,120 00
Morrissey, John	Lockman.	330	50	do and ill health	149 38
Gaffney, L.	Lock-tender.	414	16	Loss of eye-sight	182 23
Malliot, Solomon	Lockman	506	58	Age and ill health.	263 42
		3,312	49		2,021 51

* House rent.

STATEMENT of all Superannuations and Retiring Allowances in the Civil Service, &c.—*Concluded.*

Name.	Rank.	Salary.		Age.	Service.		Added Service.	Super-annuation Allowance		Gratuity.	Cause.	Vacancy filled by	Salary of new Appointee.
		\$	Yrs		Yrs	Yrs		\$	cts.				
<i>Interior.</i>													
O'Farrell, Michael	Caretaker Geo. Survey	700	73	45				490 00			Age	New appointment.	700
McMillan, John	Clerk do	1,000	29	7					583 33		Ill-health	Not filled.	
Waggoner, D. J.	Crown Timber Agent	1,200	58	6					600 00		Abolition of office.		
<i>Fisheries.</i>													
		2,900						490 00		1,183 33			
<i>Finance.</i>													
Duvar, J. H.	Inspector, P.E.I.	1,000	60	10				200 00			Age and to promote efficiency	New appointment.	800
* Rogers, W. H.	Inspector, N.S.	1,800	67	21				756 00			do		
		2,800						956 00					
<i>Finance.</i>													
Nash, J. R.	2nd Class Clerk	1,400	73	23				644 00			Age	Promotion.	
<i>Agriculture.</i>													
Chabot, L. Z.	Model Guardian	500	49	16				160 00			Ill-health	Not filled.	
<i>Militia and Defence.</i>													
Wright, Wm. R.	Chief Clerk	2,400	67	45				1,680 00			Age	Filled by 1st Class Clerk.	1,650
<i>Audit.</i>													
Casault, F.	Messenger	500	58	36				350 00			Ill-health	New appointment.	300
<i>Secretary of State.</i>													
Powell, Grant	Under Secretary of State	3,200	70	50½				2,240 00			Age	Promotion.	

<i>Indian Affairs.</i>									
Powell, I. W., M.D. Indian Superintendent.....	3,000	52	17	1,020	00	Ill-health	New appointment.	3,000	

* Province divided into three districts over which two officers were appointed at \$600 each. District of Cape Breton left in charge of former local inspector with increase of \$100. Cost of having work performed under present arrangement \$1,300.

RECAPITULATION.

Departments.	Super-annuation Allowances.	Gratuities.	Total.	Departments.	Super-annuation Allowances.	Gratuities.	Total.
	\$ cts.	\$ cts.	\$ cts.		\$ cts.	\$ cts.	\$ cts.
Customs.....	5,494 20	364 58	5,858 78	Fisheries.....	956 00		956 00
Inland Revenue.....	4,307 20	1,015 68	5,322 88	Finance	644 00		644 00
Public Works.....	6,112 00	937 50	7,049 50	Agriculture	160 00		160 00
Marine.....	3,365 54		3,365 54	Militia and Defence.....	1,680 00		1,680 00
Post Office.....	4,149 00	423 33	4,572 33	Audit	350 00		350 00
Railways and Canals.....	2,021 51		2,021 51	Secretary of State.....	2,240 00		2,240 00
Interior.....	490 00	1,183 33	1,673 33	Indian Affairs.....	1,020 00		1,020 00
					32,989 45	3,924 42	36,913 87

J. M. COURTNEY,
Deputy Minister of Finance.

RETURN

(31a)

(IN PART)

Under RESOLUTION of the HOUSE OF COMMONS, passed on the 20th February, 1882, on all subjects affecting the Canadian Pacific Railway, respecting details as to :

1. The selection of the route.
2. The progress of the work.
3. The selection or reservation of land.
4. The payment of moneys.
5. The laying out of branches.
6. The progress thereon.
7. The rates of tolls for passengers and freight.
8. The particulars required by the Consolidated Railway Act and amendments thereto, up to the end of the previous fiscal year.
9. Like particulars up to the latest practicable date before the presentation of the Return.
10. Copies of all Orders in Council and all correspondence between the Government and the railway company, or any member or officer of either, relating to the affairs of the company.

By Command.

J. A. CHAPLEAU,

Secretary of State.

OTTAWA, 29th January, 1890.

OTTAWA, 29th January, 1890.

SIR,—I have the honor to submit herewith copies of correspondence comprising the return in so far as this department is concerned, which, by resolution passed on the 20th February, 1882, is required to be presented each year to the House of Commons within fifteen days of the opening of the session.

As the correspondence relates to a number of different subjects, and is therefore kept on separate files, though all relating to the affairs of the Canadian Pacific Railway Company, I have thought it best for ease of reference to have the return prepared in five distinct parts as follows :—

No. 1 consists of copies of correspondence, papers, and plans relating to the final definition of the boundary of the forty-eight mile belt between Winnipeg and the Rocky Mountains, within which the company are entitled to the grant of odd-numbered sections of land fairly fit for settlement.

No. 2. Copies of correspondence, papers, and plans relating to right of way and station grounds at different points on the line of their road.

No. 3. Copies of correspondence relating to odd-numbered sections within the company's land belt, leased by this department for grazing purposes.

No. 4. Copies of correspondence and Orders in Council relating to the subsidy in land to the branch from Brandon to Deloraine and Glenboro', and the acquisition of right of way in connection therewith.

No. 5. Copies of correspondence between the Crown timber agent for the Dominion lands in British Columbia and the company concerning timber, ties, &c., cut by the company, and statements of receipts on account thereof.

In addition to the foregoing there is in this department a large file of correspondence with the company, composed entirely of applications by the company for the issue of letters patent for lands, either to themselves or to parties to whom they have sold, and the replies thereto. It has been the practice of the department to furnish copies of this correspondence to Parliament; but it occurs to me that in passing this resolution of the 20th February, 1882, the House never intended that the annual return should include copies of such purely routine correspondence in no way affecting the general relations existing between the Government and the company. If I am mistaken copies of this correspondence (which will cost something to prepare), can be furnished to the House in a Supplementary Return.

I have the honor to be, sir, your obedient servant,

A. M. BURGESS, *Deputy of the Minister of the Interior.*

The Honorable the Minister of the Interior.

NOTE.—The maps connected with this return are not printed, but may be found on file with the original copy in the House of Commons.

PART I.

BOUNDARY OF THE 48-MILE BELT.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 8th February, 1889.

On a report dated 19th January, 1889, from the Minister of the Interior, stating that a correspondence has taken place between the Canadian Pacific Railway Company and his department with reference to the final definition of the boundary of the 48-mile belt, between Winnipeg and the Rocky Mountains, within which the company are entitled to a grant of odd-numbered sections of land fairly fit for settlement.

The Minister further states that this correspondence has resulted in the marking in red upon the four sectional maps submitted herewith, of boundary lines which were agreed upon between the company and the late Minister of the Interior, but at the same time the company were informed that it would have to be distinctly understood that within the belt as agreed upon all lands embraced between the black lines or boundary of the old belt, and the red lines or new boundary, which may have been granted, reserved or promised to other corporations or individuals or which may be found to be settled upon, shall remain at the disposal of the Government, and that the company's choice of any odd-numbered sections within the additional area embraced by the red lines must be subject to the approval of the Government.

The Minister approves the lines of the boundary as marked in red upon the above mentioned maps, and of the stipulation made by his predecessor with reference to any odd-numbered sections of land lying between the old and new boundaries, and he recommends that the lines marked in red upon these four sectional maps be confirmed as the north and south boundary lines of the 48 mile belt of the Canadian Pacific Railway, and that he be authorized to determine any claims to odd-numbered sections of land situated between the limits of that belt, as heretofore understood, and the boundaries thereof now recommended for approval.

The Minister observes that it will be remembered that the Canadian Pacific Railway Act of 1881 authorized the construction of the railway by the Yellow Head Pass, and fixed Winnipeg and Jasper House as the eastern and western limits respec-

tively of their land grant, but that the railway was afterwards located and constructed under authority of Parliament by the Bow River Pass, considerably south of Jasper House, without however fixing a point on the new route in substitution. It therefore became necessary to adopt some other definition of the western limit of the Belt, and by an agreement between the late Minister of Interior and the company dated the 3rd March, 1886, it was provided that the land grant belt should terminate at the point on the line of the Canadian Pacific Railway where it is intersected by this boundary line between ranges ten and eleven, west of the Fifth Initial Meridian of the Dominion lands system of survey, being, as nearly as possible, the same distance as Jasper House from the summit of the Rocky Mountains, and thence following the westerly and southerly limits of the sections from that point north 45 degrees west and south 45 degrees east, astronomically to the northern and southern boundaries, respectively, of the 48-mile belt.

The Minister further observes that this agreement was made before the passage of the Rocky Mountains Park Act, indeed before the Park reservation was contemplated, and on the location of the boundaries of the Park it was found that a considerable portion thereof came within the above described western limit of the railway belt, but Mr. Drinkwater, the Secretary of the Canadian Pacific Railway Company, informed the Minister of the Interior that the company do not claim the right to select any portion of their land grant within the Park, and therefore the western boundary of the 48-mile belt has been marked upon the maps in accordance with the agreement of 3rd March, 1886, excepting as to the portion thereof affected by the Rocky Mountains Park, and the Minister recommends that the western boundary of the 48 Mile Belt of the Canadian Pacific Railway, shown on said plans, be approved and confirmed.

The Committee concurring submit the same for Your Excellency's approval.

JOHN J. MCGEE, *Clerk Privy Council.*

The Honorable the Minister of the Interior.

DEPARTMENT OF THE INTERIOR, OTTAWA, 16th March, 1889.

SIR,—Adverting to your letter of 30th November last, I now have to inform you that on the 8th ultimo an Order in Council was passed, carrying out the terms expressed in my letter to you of the 23rd February, 1888, in regard to the alteration in the land belt of the Canadian Pacific Railway. The red line, as shown upon the maps handed in by you to this department, has been accepted as the boundary of the railway belt, subject to the terms of the Order in Council above mentioned. A tracing showing the western termination of the belt is enclosed, as also a copy of the Order in Council.

I am, sir, your obedient servant,

P. B. DOUGLAS, *Assistant Secretary.*

C. DRINKWATER, Esq., Secretary Canadian Pacific Railway Company, Montreal.

PART II.

RIGHT OF WAY AND STATION GROUNDS.

THE CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 15th March, 1889.

SIR,—I understand that Sir John Lister-Kaye purchased from the Government the N.½ Section 24, Township 15, Range 14, west 3rd, adjoining Swift Current Station.

I presume that our application for the northerly part of that half section for right of way and station grounds is not included in the sale to Sir John; and I shall be

glad if you would have the matter looked into and advise me. It is important as all our workshops and the round house have been built upon it.

I have the honor to be, sir, your obedient servant,

C. DRINKWATER, *Secretary.*

JOHN R. HALL, Esq., Secretary Department of the Interior, Ottawa.

DEPARTMENT OF THE INTERIOR, OTTAWA, 22nd March, 1889.

SIR,—I am directed to inform you, in reply to your letter of the 15th instant, that the whole north half of Section 24, Township 15, Range 14, west of the third meridian, has not been patented to the Canadian Agricultural, Coal and Colonization Company, Limited, and that in the patent to that company they are granted all of that half section, excepting that part containing fifteen and one-half acres, which is occupied partly by the Canadian Pacific Railway Company, for station grounds and other purposes, and partly taken up on account of the deviation of the "road allowance" in that section.

I am also to state that the land in question was sold to the Canadian Agricultural, Coal and Colonization Company, Limited, through Sir John Lister-Kaye.

I am, sir, your obedient servant,

P. B. DOUGLAS, *Assistant Secretary.*

C. DRINKWATER, Esq., Secretary Canadian Pacific Railway, Company, Montreal.

DEPARTMENT OF THE INTERIOR, OTTAWA, 20th December, 1889.

SIR,—I am directed to draw attention to Mr. Hall's letter to you of the 23rd October last, in which you were requested to cause this department to be furnished with tracing of the right of way plan between certain points on the Canadian Pacific Railway Company's line, and to say that as these tracings are needed immediately the department would be obliged if you would give this matter your attention.

I am also to request you to state whether the station grounds of the railway as set out upon the plans of the right of way have been confirmed by Order in Council, and, if so, to ask you to furnish this department with copies of such Orders in Council.

The company have filed certain sketches of the lands required for the said purposes in Manitoba and the North-West Territories, and before steps are taken towards the issue of letters patent therefor it is necessary to know that the area shown upon these sketches agrees with that shown upon the plans of the right of way.

I have the honor to be, sir, your obedient servant,

LYNDWODE PEREIRA, *Assistant Secretary.*

A. P. BRADLEY, Esq., Secretary Department of Railways and Canals, Ottawa.

FIELD.

THE CANADIAN PACIFIC RAILWAY COMPANY,

OFFICE OF THE SECRETARY, MONTREAL, 19th February, 1889.

SIR,—With reference to your letter dated 22nd October last, Reference No. 188113, respecting lands required by this company for right of way and station grounds at Field. As this place is within a park reserve the additional land applied for will not be required, and I beg to enclose an amended plan and description showing what is now necessary and for which I shall be glad to receive the patent.

In connection with this matter I beg to refer you to the correspondence which has taken place respecting the settlement of squatters of objectionable character in the neighborhood of this station. I presume that the Government officials having charge of these reserves will see that such squatters are ejected, but I think it well, in order that the matter may not be lost sight of, to again draw your attention to it,

and respectfully to suggest that such action may be taken as the circumstances call for.

I have the honor to be, sir, your obedient servant,

C. DRINKWATER, *Secretary.*

JOHN R. HALL, Esq., Secretary Department of the Interior, Ottawa.

All that portion of the north-east and south-east quarters of Section 17, Township 28 and Range 18, west of the Fifth Meridian, in the Province of British Columbia, which lies between two lines parallel to and fifty feet distant on each side from the centre line of the Canadian Pacific Railway as the same is now located and constructed across the said land and land adjoining the same, containing 420 acres in the north-east quarter and 6·50 acres in the south-east quarter more or less.

Also to provide for Field station grounds, an additional portion of the north-east and south-east quarters of said section in two strips, one on the north-westerly side of the railway, and lying between the north-westerly limit of right of way above described and a line parallel thereto and 150 feet distant therefrom, and the other on the south-easterly side of the railway, and lying between the south-easterly limit of the right of way and a line parallel thereto and 350 feet distant therefrom, the said strips extending 3,200 feet along the centre line of railway from the east boundary of said section in a south-westerly direction, containing 18·60 acres in the north-east quarter, and 16·50 acres in the south-east quarter more or less.

DEPARTMENT OF THE INTERIOR, OTTAWA, 28th February, 1889.

SIR,—I am directed to acknowledge the receipt of your letter of the 19th instant, enclosing an amended plan and description of the lands required by the Canadian Pacific Railway Company for right of way and station grounds at Field.

I am, sir, your obedient servant,

P. B. DOUGLAS, *Assistant Secretary.*

C. DRINKWATER, Esq., Secretary Canadian Pacific Railway Company, Montreal.

DEPARTMENT OF THE INTERIOR, OTTAWA, 4th November, 1889.

SIR,—With further reference to your letter of the 19th February last, enclosing an amended plan and description of the lands required by the Canadian Pacific Railway Company for right of way and station ground purposes at Field, B.C., I beg to inform you that a copy of such plan and description has been forwarded to the Department of Railways and Canals, in order that the Chief Engineer of Government Railways may furnish the usual report on the matter, and that upon the receipt here of such report, steps will be immediately taken towards the preparation of letters patent in the company's favor for the land allowed.

I am, sir, your obedient servant,

LYNDWODE PERIERA, *Assistant Secretary.*

C. DRINKWATER, Esq., Secretary Canadian Pacific Railway Company, Montreal.

DEPARTMENT OF THE INTERIOR, OTTAWA, 2nd December, 1889.

SIR,—I am directed to inform you that the Secretary of the Department of Railways and Canals has notified this department that your application for a grant of land to the Canadian Pacific Railway Company for right of way and station purposes at Field, to contain a total area of 45·80 acres, has been again considered, and that the opinion of the Chief Engineer of Government Railways, the effect of which was reported to this department on the 20th December last, must be adhered to.

I am to remind you that according to this report the Chief Engineer considered that a grant of an area of 26·05 acres as laid down by him on a plan, which he then furnished to this department, was a sufficient quantity for the purposes of your company at Field; and I am, therefore, to request you to furnish a proper des-

cription of the land in question, so that the preparation of the patent therefor may be proceeded with.

I am, sir, your obedient servant,

LYNDWODE PEREIRA, *Assistant Secretary.*

C. DRINKWATER, Esq., Secretary Canadian Pacific Railway Company, Montreal.

MOBERLY.

THE CANADIAN PACIFIC RAILWAY COMPANY,

OFFICE OF THE SECRETARY, MONTREAL, 23rd February, 1889.

SIR,—I beg to enclose herewith plan and description of land required for station grounds and right of way at Moberly, B.C., and to request that a patent for the same may be issued with as little delay as possible.

I have the honor to be, sir, your obedient servant,

C. DRINKWATER, *Secretary.*

JOHN R. HALL, Esq., Secretary Department of the Interior, Ottawa.

All that portion of the north-east quarter of Section 9, in Township 28, and Range 22, west of the fifth Meridian, in the Province of British Columbia, which lies between two lines parallel to and 50 feet distant on each side from the centre line of the Canadian Pacific Railway, as the same is now located and constructed across the said land and land adjoining the same, containing four and one-quarter acres more or less.

Also for Moberly station grounds, an additional portion of the north-east quarter of Section 9, in two parcels, one on the east side of the railway and lying between the eastern limit of right of way above described and the north and east boundaries of said section, and the other on the west side of the railway and lying between the western limit of the right of way, the right or east bank of the Columbia River and the north boundary of said section, containing seventeen and three-quarter acres more or less.

All that portion of the south-east quarter of Section 16, in Township 28 and Range 22, west of the Fifth Meridian, in the Province of British Columbia, which lies between two lines parallel to and 50 feet distant on each side from the centre line of the Canadian Pacific Railway, as the same is now located and constructed across the said land and land adjoining the same, containing $6\frac{1}{2}$ acres more or less.

Also to provide for Moberly station grounds an additional portion of the south-east quarter of said section in two strips, one on the east side of the railway and lying between the eastern limit of right of way above described and a line parallel thereto and 150 feet distant therefrom, and the other on the west side of the railway and lying between the western limit of the right of way, the right or east bank of the Columbia River and a line parallel to and 450 feet distant from the said western limit of right of way. The said strips extending from the south boundary of said section in a northerly direction a distance of 1,380 feet, measured along said centre line of railway, containing 18'00 acres more or less.

DEPARTMENT OF THE INTERIOR, OTTAWA, 6th November, 1889.

SIR,—I beg to enclose herewith a tracing and description of the land applied for by the Canadian Pacific Railway Company, for right of way and station ground purposes at Moberly, B. C., and I am to request you to be good enough to procure at your earliest convenience the report of the Chief Engineer of Government Railways in regard to the area to be granted to the company at this point.

I have the honor to be, sir, your obedient servant.

LYNDWODE PEREIRA, *Assistant Secretary.*

A. P. BRADLEY, Esq., Secretary Department of Railways and Canals, Ottawa.

DEPARTMENT OF THE INTERIOR, OTTAWA, 6th November, 1889.

SIR,—I beg to inform you that a tracing and description of the land applied for by the Canadian Pacific Railway Company at Moberly, B.C., for right of way and station ground purposes, has been forwarded to the Department of Railways and Canals, for the usual report of the Chief Engineer of Government Railways. Upon the receipt of such report here, steps will be taken towards the preparation of letters patent in the company's favor for the land allowed at this point.

I am, sir, your obedient servant,

LYNDWODE PEREIRA, *Assistant Secretary.*

C. DRINKWATER, Esq., Secretary Canadian Pacific Railway Company, Montreal.

DEPARTMENT OF RAILWAYS AND CANALS, OTTAWA, 15th November, 1889.

SIR,—In reply to your letter of the 6th inst. with reference to the application of the Canadian Pacific Railway Company for a certain area of land for station grounds and right of way at Moberly, B. C., I have the honor, by direction, to inform you that in the opinion of the Chief Engineer of Government Railways—an opinion in which the department concurs—an area of 14 acres would be a liberal allowance for the business of the railway at a way station such as Moberly.

I have the honor to be, sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

A. M. BURGESS, Esq., Deputy of the Minister of the Interior, Ottawa.

DEPARTMENT OF THE INTERIOR, OTTAWA, 3rd December, 1889.

SIR,—I am directed to inform you that the Secretary of the Department of Railways and Canals has notified this department that the application of the Canadian Pacific Railway Company for the issue of a patent for the land required for station grounds and right of way at Moberly, British Columbia, has been considered, and that in the opinion of the Chief Engineer of Government Railways, an opinion in which the Secretary of the Department of Railways and Canals states that department concurs, an area of fourteen acres will be a liberal allowance for the business of the company's right of way at a way station such as Moberly. I am therefore to request you to furnish this department with a proper description of the land in question.

I am, sir, your obedient servant,

LYNDWODE PEREIRA, *Assistant Secretary.*

C. DRINKWATER, Esq., Secretary Canadian Pacific Railway Company, Montreal.

CANMORE.

THE CANADIAN PACIFIC RAILWAY COMPANY,

OFFICE OF THE SECRETARY, MONTREAL, 17th July, 1889.

SIR,—I have the honor to apply on behalf of this company for letters patent covering the land mentioned in the annexed memorandum.

Canmore Station is situated on the land described in the memorandum, and as a hotel of obnoxious character has been erected and is the cause of great annoyance to the officials of the road, it is of the utmost importance that the patent should issue to the company with as little delay as possible, in order to enable us to deal with the proprietor.

I also enclose a sketch showing the land required.

I have the honor to be, sir, your obedient servant,

C. DRINKWATER, *Secretary.*

JOHN R. HALL, Esq., Secretary Department of the Interior, Ottawa.

(Memorandum.)

FOR RIGHT OF WAY.

All that portion of the west half of Section 33, Township 24, Range 10, west of 5th initial meridian, lying between two lines parallel with and distant 100 feet perpendicularly on each side from the centre line of the Canadian Pacific Railway, as the same is now located and constructed across said land, and land adjoining the same, containing by admeasurement 16.40 acres, more or less.

Also for station grounds, an additional portion of said half section in two parcels, one on the north-east side of the said railway, and lying between the north-eastern limit of the right of way, as above described, and a line parallel therewith, and distant 150 feet perpendicularly therefrom; and the other, on the south-west side of the railway, and lying between the south-western limit of the right of way, as above described, and a line parallel therewith, and distant 900 feet perpendicularly therefrom, said parcels extending from the western boundary of said section south-easterly to a line drawn at right angles to centre line of said railway at a point thereon, distant 2,060 feet from the said western boundary, measured along said centre line of railway, said parcels together containing by admeasurement 30.51 acres, more or less.

All that portion of the north-east quarter of Section 32, Township 24, Range 10, west of the 5th meridian, in the District of Alberta, which lies between two lines parallel to and 100 feet distant on each side from the centre line of the Canadian Pacific Railway, as the same is now located and constructed across the said land, and land adjoining the same, containing 13.25 acres, more or less.

Also for Canmore station grounds, an additional portion of the south-east and north-east quarters of said section in two strips, one on the north-eastern side of the railway, and lying between the north-easterly limit of right of way above described and a line parallel thereto, and 200 feet distant therefrom; and the other, on the south-westerly side of the railway, and lying between the south-westerly limit of said right of way and a line parallel thereto and 900 feet distant therefrom, the said strips extending from the east boundary of said section to the north and west boundary of the north-east quarter of said section, and containing 17.97 acres in the south-east quarter, and 76.75 acres in the north-east quarter, more or less.

DEPARTMENT OF THE INTERIOR, OTTAWA, 27th July, 1889.

SIR,—I beg to acknowledge the receipt of your letter of the 17th instant, applying for the issue of patent in favor of the Canadian Pacific Railway Company for the land described in the memorandum which accompanied your letter, and to state that the preparation of this patent, as well as a number of others in favor of the company for lands required for station grounds and for right away purposes cannot be proceeded with until the Department of Justice has decided as to the nature of the estate to which the company is entitled to in such lands.

I am, sir, your obedient servant,

H. KINLOCH, *for the Assistant Secretary.*

C. DRINKWATER, Esq., Secretary Canadian Pacific Railway Company, Montreal.

DEPARTMENT OF THE INTERIOR, OTTAWA, 5th November, 1889.

SIR,—I beg to enclose herewith a tracing and a copy of the description of the land, applied for by the Canadian Pacific Railway Company for right of way and station ground purposes at Canmore, and I am to request you to be good enough to procure and forward to this department at your earliest convenience the usual report of the Chief Engineer of Government Railways, in regard to the area to be granted to the company for such purposes.

I have the honor to be, sir, your obedient servant,

LYNDWODE PEREIRA, *Assistant Secretary.*

A. P. BRADLEY, Esq., Secretary Department of Railway and Canals, Ottawa.

DEPARTMENT OF THE INTERIOR, OTTAWA, 5th November, 1889.

SIR,—With reference to the departmental letter addressed to you on the 27th July last, I beg to inform you that a tracing and description of the land applied for by the Canadian Pacific Railway Company for right of way and station ground purposes at Canmore, has been forwarded to the Department of Railways and Canals, for the report of the Chief Engineer of Government Railways, and that immediately upon the receipt of such Report here steps will be taken towards the preparation of letters patent in the company's favor for the land allowed.

I am, sir, your obedient servant,

LYNDWODE PEREIRA, *Assistant Secretary.*

C. DRINKWATER, Esq., Secretary Canadian Pacific Railway Company, Montreal.

DEPARTMENT OF RAILWAYS AND CANALS, OTTAWA, 20th November, 1889.

SIR,—On the 5th instant you forwarded a plan and description of lands at Canmore, on the line of the Canadian Pacific Railway applied for by the company for the purposes of right of way and station grounds under the terms of their contract, the area being 66.91 acres. I have the honor in reply to say that in the opinion of the Chief Engineer of Government Railways, in which the department concurs, the area comprised in a width of 150 feet from the centre line on one side and 200 feet from the centre line on the other, for the distances indicated on the plan, is sufficient at this point.

I have the honor to be, sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

A. M. BURGESS, Esq., Deputy Minister of the Interior, Ottawa.

DEPARTMENT OF THE INTERIOR, OTTAWA, 7th December, 1889.

SIR,—With reference to your letter of the 17th July last, enclosing a plan and description of the land applied for by the Canadian Pacific Railway Company at Canmore, for right of way and station ground purposes, I now beg to inform you that the Chief Engineer of Government Railways, to whom the matter was referred, as you were informed on the 5th instant, has reported that the area comprised in a width of 150 feet from the centre line of the railway on one side and of 200 feet from the centre line on the other for the distance indicated on the plan, a copy of which is enclosed herewith, is sufficient for the requirements of the company at this point. I am to add that steps will be taken without delay by this department towards the issue of letters patent in the company's favor for the land at this point, in accordance with the report above mentioned.

I am, sir, your obedient servant,

LYNDWODE PEREIRA, *Assistant Secretary.*

C. DRINKWATER, Esq., Secretary Canadian Pacific Railway Company, Montreal.

DEPARTMENT OF THE INTERIOR, OTTAWA, 20th December, 1889.

SIR,—In your letter of the 20th ultimo, reference 53749, in the matter of the area required for the right of way and station ground purposes of the Canadian Pacific Railway at Canmore, you state that the area sufficient for such purposes, and which is to be granted to the company, is comprised in a width of 150 feet from the centre line of the railway on the one side and of 200 feet from the centre line on the other, and I now beg to draw your attention to the fact that in the plan furnished by you in connection with this matter, the area is shown as being contained in a width of 200 feet from the centre line of the railway on the one side and 250 feet on the other. It is presumed, however, that the description given in your letter referred to correctly represents the width of the land to be conveyed to the company.

I have the honor to be, sir, your obedient servant,

LYNDWODE PEREIRA, *Assistant Secretary.*

A. P. BRADLEY, Esq., Secretary Department Railways and Canals, Ottawa.

THE CANADIAN PACIFIC RAILWAY COMPANY,

OFFICE OF THE SECRETARY, MONTREAL, 16th December, 1889.

SIR,—I have the honor to acknowledge receipt of your letter of the 7th inst. (reference No. 211 812), and in reply to say that the Chief Engineer of Government Railways in coming to his decision, could not have been aware that Canmore was a divisional point. I now enclose a tracing of the yard at that point, giving information that we failed to furnish on the plan previously filed. An examination of this tracing will, I think, be sufficient to show that the application for right of way and station ground on Section 33, was not an unreasonable one, and does not cover more ground than should be granted to the company for railway purposes at such an important point as Canmore. I might point out that in connection with the opening up of the coal mines at this place, this company will require additional sidings to those shown by this plan.

I have the honor to be, sir, your obedient servant,

C. DRINKWATER, *Secretary*.

L. PEREIRA, Esq., Assistant Secretary Department of the Interior, Ottawa.

DEPARTMENT OF RAILWAYS AND CANALS, OTTAWA, 27th December, 1889.

SIR,—Replying to your letter of the 20th instant, I have the honor by direction to say that the width which should be allowed to the Canadian Pacific Railway Company for right of way and station grounds at Canmore, is, in all, 350 feet.

I have the honor to be, sir, your obedient servant,

A. P. BRADLEY, *Secretary*.

A. M. BURGESS, Esq., Deputy Minister of the Interior.

ALBERT CANON.

DEPARTMENT OF THE INTERIOR, OTTAWA, 4th November, 1889.

SIR,—I beg to inform you that this department must be furnished with a plan and description of the land required by the Canadian Pacific Railway Company for station ground purposes at Albert Cañon. I am to draw your attention to the fact, which you will no doubt remember, that when here in February last, you stated to Mr. Hall that as the land already applied for by the company at this point in accordance with the plan and description which accompanied your letter of the 12th December last was reserved for a mountain park, the retention of that reservation would practically meet the company's object in making that application. Another description, however, for the area within that reservation actually required by the company for station ground purposes, is necessary.

I am, sir, your obedient servant,

LYNDWODE PEREIRA, *Assistant Secretary*.

C. DRINKWATER, Esq., Secretary Canadian Pacific Railway Company, Montreal.

GRIFFIN LAKE.

DEPARTMENT OF THE INTERIOR, OTTAWA, 4th November, 1889.

SIR,—With reference to the departmental letters of the 24th August and 12th November, 1888, I am directed to request you to be good enough to furnish this department at your earliest possible convenience, with the plan and description of the land required by the Canadian Pacific Railway Company at Griffin Lake for station and station ground purposes; and to state that no steps can be taken towards

the preparation of a patent for such lands until the plan and description have been received here.

I am, sir, your obedient servant,

LYNDWODE PERERIA, *Assistant Secretary.*

C. DRINKWATER, Esq., Secretary Canadian Pacific Railway Company, Montreal.

PALLISER.

DEPARTMENT OF THE INTERIOR, OTTAWA, 7th January, 1890.

SIR,—I beg to enclose herewith letters patent which have been issued in favor of the Canadian Pacific Railway Company for a certain tract of land granted for road-bed and station ground purposes at Palliser, in the Province of British Columbia, accompanied by a form of receipt to be returned to this department after it has been duly dated and signed.

I am, sir, your obedient servant,

LYNDWODE PEREIRA, *Assistant Secretary.*

C. DRINKWATER, Esq., Secretary Canadian Pacific Railway Company, Montreal.

Dominion lands grant to the Canadian Pacific Railway Company of a certain tract of land for road-bed and station ground at Palliser, situate in the Province of British Columbia, Township 26, Range 20, West of 5th Meridian, Sections parts of 27, 28, 34 and 33. Acres, 14.40. Dated 19th November, 1889. Recorded in the Department of the Interior this 9th day of December, 1889. Lib. 57, Folio, 189.

WM. M. GOODEVE, *Registrar of Dominion Lands Patents.*

All and sundry those four parcels or tracts of land as described below, situate in Township 26, Range 20, west of the Fifth Initial Meridian, according to the Dominion Lands system of survey of the railway belt in the Province of British Columbia.

PARCEL 1.

That part of Section 27 in the above mentioned township, which may be more particularly described as follows:—

Commencing at the north-west angle of said Section 27; thence southerly following the western boundary of said section, a distance of 56 feet; thence on a bearing south 63 degrees 48 minutes east, astronomical, a distance of $188\frac{8}{10}$ feet; thence on a curve to right, to which the foregoing line forms a tangent, with a radius of 1,860 feet, a distance of $465\frac{8}{10}$ feet; thence on a bearing of south, 49 degrees 27 minutes east, astronomical, a distance of $885\frac{8}{10}$ feet; thence on a curve to left, to which the foregoing line forms a tangent, with a radius of 1,196 feet, a distance of 51 feet; thence on a bearing of north 39 degrees 18 minutes east, astronomical, a distance of 175 feet, more or less, to the edge of Wapta or Kicking Horse River; thence northwesterly along the left bank of said river down stream, a distance of 158 feet, more or less, to a point 250 feet perpendicularly distant on the north side from above mentioned line of length, $885\frac{8}{10}$ feet; thence on a bearing of north 49 degrees and 27 minutes west, astronomical, a distance of $1,105\frac{8}{10}$ feet, more or less, to the north boundary of said Section 27; thence following the said north boundary westward, a distance of 480 feet, more or less, to the point of commencement, containing an area of 8.27 acres, be the same more or less.

PARCEL 2.

That part of Section 28 in the same township, which may be more particularly described as follows:—Commencing at the north-east corner of said Section 28; thence following the east boundary of said section a distance of 56 feet; thence on a bearing of north 63 degrees 48 minutes west, astronomical, a distance of $126\frac{8}{10}$ feet more or less, to the north boundary of said section; thence easterly follow-

ing the said north boundary a distance of $113\frac{5}{10}$ feet, more or less, to the point of commencement; containing an area of seven-hundredths of an acre, be the same more or less.

PARCEL 3.

That part of Section 34 in the same township, which may be more particularly described as follows:—Commencing at the south-west corner of said Section 34; thence easterly following the south boundary of said section, a distance of 480 feet, more or less, to the northerly boundary of Parcel No. 1, as above described; thence on a bearing north 49 degrees 27 minutes west, astronomical, a distance of 535 feet, more or less, to the edge of the Wapta or Kicking Horse River; thence westerly along the left bank of said river down stream a distance of 76 feet, more or less, to the intersection with the west boundary of said Section 34; thence southerly following the said west boundary a distance of $372\frac{7}{10}$ feet, more or less, to the point of commencement; containing an area of 2.21 acres, be the same more or less.

PARCEL 4.

That part of Section 33 in the same township, which may be more particularly described as follows:—Commencing at the south-east corner of said section; thence westerly, following the south boundary of said section, a distance of $113\frac{5}{10}$ feet, more or less, to the southerly boundary of Parcel No. 2 before described; thence on a bearing of north 63 degrees, 48 minutes west, astronomical, a distance of $548\frac{2}{10}$ feet; thence on a bearing of north 87 degrees 33 minutes west, astronomical, a distance of $54\frac{6}{10}$ feet; thence on a bearing of north 63 degrees 48 minutes west, astronomical, a distance of 59 feet; thence on a bearing of north 40 degrees and 52 minutes west, astronomical, a distance of $35\frac{2}{10}$ feet; thence on a bearing of north 27 degrees 36 minutes east, astronomical, a distance of 82 feet, more or less, to the edge of the Wapta or Kicking Horse River; thence easterly along the bank of said river, up stream, a distance of 725 feet, more or less, to the intersection of the last boundary of said Section 33; thence southerly following the said east boundary a distance of $372\frac{7}{10}$ feet, more or less, to the point of commencement; containing an area of 3.85 acres, be the same more or less, as shown upon a plan of survey thereof signed by Joseph Doupe, Dominion Lands Surveyor, dated Winnipeg, 26th October, 1888, approved and confirmed by Edward Deville, Surveyor General of Dominion Lands, on the 20th December, 1888, and of record in the Department of the Interior. The land hereby conveyed containing by admeasurement together 14.40 acres, more or less.

GOLDEN.

THE CANADIAN PACIFIC RAILWAY COMPANY,

OFFICE OF THE SECRETARY, MONTREAL, 2nd January, 1890.

SIR,—With reference to the Assistant Secretary's letter dated 4th November, Reference No. 180,342, I have now the honor to transmit a plan and description of the land for right of way and station grounds at Golden, the same having been prepared by the Dominion land surveyor as requested.

I have the honor to be, sir, your obedient servant,

C. DRINKWATER, *Secretary.*

JOHN R. HALL, Esq., Secretary Department of the Interior, Ottawa.

DESCRIPTION OF RIGHT OF WAY AND STATION GROUNDS AT GOLDEN, B. C.

All and singular those certain tracts or parcels of land and premises situate, lying and being in the Kootenay District, in the Province of British Columbia; being composed of part of the north-east quarter of Section 12 and part of the south-east, south-west and north-west quarters of Section 13, in Township

27, Range 22, west of the Fifth Initial Meridian, and described as follows, that is to say:—1st. Commencing at a post planted on the east boundary of said Section 12, 615 feet more or less, south from the north-east angle of said Section 12, and 50 feet rectangularly distant on the north side from the centre line of the Canadian Pacific Railway as said railway is now located and constructed across said Section 12 and lands adjoining the same; thence south 84 degrees and 1 minute west parallel to said centre line of railway, 554.7 feet more or less to the beginning of a curve; thence on a curve to right of 1,860 feet radius, and parallel to said centre line, 484.5 feet to a post 50 feet rectangularly distant from said centre line at a point thereon, as measured along said centre line 1,047 feet westerly from the east boundary of said Section 12; thence north 8 degrees and 57 minutes east at right angles to said centre line, 136 feet to a post; thence north 58 degrees and 25 minutes west $105\frac{2}{10}$ feet to a post 225 feet distant from said centre line; thence north 77 degrees and 52 minutes west 350 feet to a post 190 feet distant from said centre line; thence north 61 degrees and 33 minutes west, $270\frac{1}{2}$ feet to a post 190 feet distant from said centre line; thence north 75 degrees and 43 minutes west $197\frac{7}{10}$ feet to a post 116 feet rectangularly distant from said centre line at a point as measured thereon 2,047 feet westerly from the east boundary of said Section 12; thence on a curve to right of 1,794 feet radius and parallel to said centre line, 313 feet more or less to a point on the north boundary of said Section 12, 116 feet rectangularly distant from said centre line; thence west along said north boundary of Section 12, $400\frac{1}{2}$ feet more or less, to a point situate 200 feet rectangularly, distant on the south-westerly side from said centre line, and on the north-easterly limit of a lane 20 feet wide adjoining the rear of town lots 8, 9, 10 and 11, in block 5, of the town plot of Golden, as surveyed for the Dominion Government, and shown on a certain plan of said town by P. R. A. Bélanger, D.L.S., dated the 6th day of February, 1886; thence south 35 degrees and 36 minutes east along said limit of lane, 231 feet more or less to its intersection with the production south-easterly of the line forming the front of said town lots 8 to 11; thence south 54 degrees east, 221 feet; thence south 24 degrees and 50 minutes west, 70 feet more or less, to the edge of the Kicking Horse River, thence easterly along said river 1,254 feet more or less to a point at right angles to said centre line at a point thereon as measured along said centre line 1,047 feet westerly from the east boundary of said Section 12; thence north 8 degrees and 57 minutes east at right angles to said centre line, 100 feet more or less to a post 50 feet distant on the south side from said centre line; thence on a curve to left of 1,960 feet radius and parallel to said centre line $510\frac{1}{2}$ feet to end of curve; thence north 84 degrees and 1 minute east parallel to said centre line, $544\frac{3}{10}$ feet more or less to a post on the east boundary of said Section 12, 50 feet rectangularly distant from said centre line; thence north along said east boundary of section 12, $50\frac{5}{10}$ feet to the place of beginning, containing 12.94 acres more or less.

2nd. Commencing on the limit between said Sections 12 and 13, 2,097 feet more or less, west from the north-east angle of said Section 12, at the point where said limit is intersected by a line parallel to and 116 feet distant on the north-easterly side from said centre line of railway; thence on a curve to right of 1,794 feet radius parallel to said centre line, $170\frac{1}{2}$ feet more or less, to end of curve; thence north 35 degrees and 36 minutes west, parallel to said centre line, $485\frac{2}{10}$ feet; thence north 10 degrees and 35 minutes west, 331 feet to a post 256 feet rectangularly distant from said centre line and on the production north-easterly of the south-easterly limit of Second Street in the aforementioned town plot of Golden; thence north 35 degrees and 36 minutes west parallel to said centre line, across Second Street and along the north-eastern limit of lane in block 8 of said town plot, 566 feet to the north western limit of said block 8; thence continuing on same course parallel to said centre line 934 feet to a post; thence south 54 degrees and 24 minutes west at right angles to said centre line, 206 feet to a post, 50 feet distant on the north-easterly side from said centre line; thence north 35 degrees and 36 minutes west, parallel to said centre line, $1,372\frac{1}{2}$ feet more or less to the beginning of a curve; thence on a curve to the right

of 2,815 feet radius, parallel to said centre line, $492\frac{8}{10}$ feet to end of curve; thence north 25 degrees 36 minutes west parallel to said centre line, $340\frac{8}{10}$ feet more or less, to a point on the west boundary of said Section 13, 50 feet rectangularly distant from said centre line and 719 feet more or less, south from the north-west angle of said Section 13; thence south along the west boundary of said Section 13, $231\frac{4}{10}$ feet to a point 50 feet rectangularly distant on the south-westerly side from said centre line; thence south 25 degrees and 36 minutes east, parallel to said centre line, 132 feet more or less, to the beginning of a curve; thence on a curve to left of 2,915 feet radius, parallel to said centre line, $510\frac{4}{10}$ feet to end of curve; thence south 35 degrees and 36 minutes east, parallel to said centre line, $1,372\frac{1}{2}$ feet more or less, to a post; thence south 54 degrees and 24 minutes west, at right angles to said centre line, 652 feet to a post; thence south 35 degrees and 36 minutes east, parallel to said centre line, 934 feet to a post at the intersection of the south-eastern limit of 3rd street with the north-eastern limit of 1st avenue in said town plot of Golden; thence north 54 degrees 24 minutes east along said south-eastern limit of 3rd street, 466 feet to a post on the north-eastern limit of a lane in block 7 in said town plot and 236 feet distant from said centre line; thence south 35 degrees 36 minutes east parallel to said centre line, along the north-eastern limit of said lane and across 2nd street and along the north-eastern limit of a lane in block 6 in said town plot, 1,116 feet to the north-western limit of 1st street; thence north 54 degrees 24 minutes east, along said north-western limit of 1st street, 36 feet to a post 200 feet distant from said centre line of railway, thence south 35 degrees 36 minutes east parallel to said centre line across said 1st street and along the north-eastern limit of a lane 20 feet wide adjoining the rear of town lots 8, 9, 10, 11, 12, 13 and 15, in block 5 in said town plot $172\frac{8}{10}$ feet more or less, to the limit between said Sections 12 and 13; thence east along said limit 400.5 feet more or less, to the place of beginning; containing in the south-east quarter of said Section 13 5.72 acres, in the south-west quarter, 30.87 acres, and in the north-west quarter, 5.04 acres, in all, 41.63 acres, be the same more or less.

JOSEPH DOUPE, *Dominion Land Surveyor.*

WINNIPEG, 18th December, 1889.

DEPARTMENT OF THE INTERIOR, OTTAWA, 4th November, 1889.

SIR,—With reference to the land required by the Canadian Pacific Railway Company for station ground purposes at Golden, B. C., I am to inform you that as the tracing which was forwarded here under cover of your letter of the 25th of June, 1888, is not signed by the surveyor, and as there are no bearings or distances shown thereon, it will be necessary for you to furnish this department with a proper plan and description prepared by a Dominion lands surveyor, of the ground required by your company at this point.

I am, sir, your obedient servant,

LYNDWODE PEREIRA, *Assistant Secretary.*

C. DRINKWATER, Esq., Secretary Canadian Pacific Railway Company, Montreal.

SICAMOUS.

THE CANADIAN PACIFIC RAILWAY COMPANY,

OFFICE OF THE SECRETARY, MONTREAL, 17th January, 1890.

SIR,—I have the honor to transmit herewith a plan showing the right of way and station grounds required by this company at Sicamous, and have to request that a patent may issue therefor at an early date.

I have the honor to be, sir, your obedient servant,

C. DRINKWATER, *Secretary.*

JOHN R. HALL, Esq., Secretary Department of the Interior, Ottawa.

THE CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 24th January, 1890.

SIR,—With reference to my letter of the 17th instant, I have the honor to transmit herewith a plan and description of land required for right of way and station grounds at Sicamous. Will you please substitute this for the plan previously sent?

I have the honor to be, sir, your obedient servant,

C. DRINKWATER, *Secretary*.

JOHN R. HALL, Esq., Secretary Department of the Interior, Ottawa.

DESCRIPTION OF SICAMOUS STATION GROUND.

All and singular those certain parcels of tracts or land and premises situate, lying and being on Shuswap Lake, in the Province of British Columbia, and comprising the Sicamous station grounds of the Canadian Pacific Railway Company, being part of the north-west quarter of Section 36, and part of the north-east quarter of Section 35, in Township 21, Range 8 west of the 6th Initial Meridian, containing 9.53 acres more or less, and which may be more particularly known and described as follows, that is to say:—

Firstly, as to that part of the north-west quarter of Section 36, aforesaid, beginning at a post planted on the section line between Sections 35 and 36, said post being distant south from the north-west corner of Section 36, 1,004 feet; thence north 70 degrees 30 minutes east 288 feet more or less to the beginning of a curve and parallel to and distant 50 feet from the south rail of the branch of the Canadian Pacific Railway extended to Sicamous Narrows; thence following the said curve 50 feet from and parallel to the south rail aforesaid 235 feet to intersect the prolongation south 20 degrees 26 minutes west of a fence; thence north 20 degrees 26 minutes east following said prolongation of fence and the fence 38½ feet more or less to corner of said fence; thence south 71 degrees 16 minutes east following said fence 95½ feet; thence south 63 degrees 59 minutes east following said fence 99 feet more or less to corner of fence; thence south 3 degrees 46 minutes west following the aforesaid fence and side of Forrester's Hotel, 21½ feet more or less to a point distant 50 feet from the south rail aforesaid of the branch of the Canadian Pacific Railway; thence south 71 degrees 19 minutes east and parallel to said south rail 75 feet more or less to low water mark; thence northerly and westerly following the said low water mark to the intersection of the said low water mark with the line between Sections 35 and 36 aforesaid; thence southerly along said line 314 feet more or less to post and place of beginning containing 3.55 acres be the same more or less.

Secondly, as to that part of the north-east quarter of Section 35 aforesaid, beginning at a post planted on the section line between Sections 35 and 36, said post being distant south from the north-east corner of Section 35, 1,004 feet; thence south 69 degrees 10 minutes west 904 feet more or less to a post planted; thence north 20 degrees 50 minutes west 220 feet more or less to low water mark of Shuswap Lake; thence north-easterly following the said low water mark to the intersection of the said low water mark with the line between Sections 35 and 36; thence south along said line 314 feet more or less to aforesaid post and place of beginning, containing 5.98 acres be the same more or less.

BEAVER.

THE CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 16th January, 1889.

SIR,—I beg to enclose a plan showing the lands required for station grounds at Beaver, British Columbia, together with surveyor's field notes and description of the same.

I shall be glad if you will cause a patent of this land to be issued at as early a date as possible.

I have the honor to be, sir, your obedient servant,

C. DRINKWATER, *Secretary.*

JOHN R. HALL, Esq., Secretary Department of the Interior, Ottawa.

DEPARTMENT OF THE INTERIOR, OTTAWA, 8th November, 1889.

SIR,—I am directed to transmit, herewith, a tracing and description of the land which the Canadian Pacific Railway Company have applied for, for the purpose of a station and station grounds at Beaver, British Columbia, and to request you to furnish the necessary report of the Chief Engineer with regard to the matter.

I have the honor to be, sir, your obedient servant,

LYNDWODE PEREIRA, *Assistant Secretary.*

The Secretary, Department of Railways and Canals, Ottawa.

Description of Land applied for by the Canadian Pacific Railway Company for Station Grounds at Beaver, British Columbia.

All and singular that certain parcel or tract of land and premises situate, lying and being in the railway belt, in the Province of British Columbia, and composed of part of Section 35, Township 29 and Range 25, west of Fifth Meridian, which said parcel or tract of land may be more particularly described as follows, that is to say:—

Commencing at a post planted at high water mark, on the east side of Quartz Creek (said post being distant from the post planted at the north-east corner of Section 26, on the following courses, north 345 feet more or less, thence west 423 feet more or less, to the aforesaid post planted at high water mark on east side of Quartz Creek); thence northerly following the said high water mark on the east side of Quartz Creek, about 1,000 feet to a post planted at the mouth of the said creek on the left bank at high water mark of the Columbia River; thence north-westerly following the said high water mark of the Columbia River 2,156 feet more or less, to a post planted; thence south 1,826 feet more or less, to a post planted; thence east 1,412 feet more or less, to the aforesaid post planted at the high water mark on the east side of Quartz Creek and place of commencement.

The whole containing 51.18 acres more or less.

E. B. HERMON, *D.L.S.*

DEPARTMENT OF RAILWAYS AND CANALS, OTTAWA, 20th November, 1889.

SIR,—Replying to your letter of the 8th instant, with respect to an application of the Canadian Pacific Railway Company for certain lands at Beaver, B.C., which they desire to obtain under their contract for station grounds, &c., I have the honor by direction to say that in the opinion of the Chief Engineer of Government Railways in which the department concurs, the area of seventeen acres marked within green lines on the plan sent with your letter and now returned, is sufficient for the traffic of the railway.

I have the honor to be, sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

A. M. BURGESS, Esq., Deputy Minister of the Interior, Ottawa.

DEPARTMENT OF THE INTERIOR, OTTAWA, 9th December, 1889.

SIR,—I beg to inform you that your application for lands at Beaver, B.C., for station ground purposes for the Canadian Pacific Railway Company, and the plan of these lands, have been considered by the officers of the Department of Railways and Canals, and that the secretary of that department has reported to the Minister that it has been decided that an area of seventeen acres will be sufficient for the purposes of your company at the above mentioned point.

As the description furnished by you under cover of your letter of the 16th January last included the whole area of 51.18 acres, for which you then made application, I have to state that the Surveyor General has been requested to prepare a description of the seventeen acres to be granted to you in accordance with the report of the Department of Railways and Canals.

I have to enclose herewith a copy of the plan of the lands in question, as amended by that department.

I am, sir, your obedient servant,

LYNDWODE PEREIRA, *Assistant Secretary.*

C. DRINKWATER, Esq., Secretary Canadian Pacific Railway Company, Montreal.

DEPARTMENT OF THE INTERIOR, TECHNICAL BRANCH,

(*Memorandum.*)

OTTAWA 16th December, 1889.

In order to prepare the description of the land awarded for station grounds to the Canadian Pacific Railway Company at Beaver, it will be necessary to obtain from the company the radius (or degree) of the curves of the "Y" and the position of the point where a continuation of the tangent of the "Y" intersects the south boundary of the piece of land surveyed for the company by E. B. Hermon, D.L.S., in 1888. It would probably be more satisfactory for the company to have a survey made of the land awarded and furnish a description thereof.

E. DEVILLE, *Surveyor General.*

L. PEREIRA, Esq., Assistant Secretary Department of the Interior, Ottawa.

DEPARTMENT OF THE INTERIOR, OTTAWA, 31st December, 1889.

SIR,—With reference to my letter of the 9th instant, relating to the matter of the land applied for at Beaver, B. C., for station ground purposes for the Canadian Pacific Railway Company, I beg to enclose herewith, a copy of a memorandum furnished by the Surveyor General in reference to the description of the land allowed by the Department of Railways and Canals for the said purpose. Please give this matter your early attention.

I am, sir, your obedient servant,

LYNDWODE PEREIRA, *Assistant Secretary.*

C. DRINKWATER, Esq., Secretary Canadian Pacific Railway Company, Montreal.

PART III.

GRAZING LANDS.

DEPARTMENT OF THE INTERIOR, OTTAWA, 13th July, 1889.

SIR,—I have the honor to transmit herewith for your information plans showing the grazing lands within your company's belt in Manitoba and the North-West Territories, leased by this department. These ranches include railway as well as Government lands.

I am, sir, your obedient servant,

H. KINLOCH, *for the Assistant Secretary.*

L. A. HAMILTON, Esq., Land Commissioner,
Canadian Pacific Railway Company, Winnipeg, Man.

DEPARTMENT OF THE INTERIOR, OTTAWA, 13th July, 1889.

SIR,—I have the honor to inform you that the Military Colonization Company are the lessees of the following described lands situated within your company's belt, in the District of Alberta:—Those portions north of Bow River of Townships 21 in

Ranges 25 and 26; that part north of the Bow River of Township 22 in Range 25; the whole of Township 22 in Range 26; those portions north of the Bow River of Townships 21 and 22, in Range 28, all west of the 4th Meridian. The company in a letter to this department dated the 26th ultimo, stated that a portion of their ranche had been sold by your company to Sir John Lister-Kaye. This, of course, your company had a right to do, as there is a provision to that effect in the grazing lease, but you will remember that the arrangement made between your company and this department some time ago, was that your company should notify this department when any of the lands under lease were to be sold, and that this department would notify the lessee. This arrangement has not been carried out in this instance. Please furnish this department with a list of the lands your company have sold within the above described tract, and give the dates of such sales.

I have the honor to be, sir, your obedient servant,

H. KINLOCH, *for the Assistant Secretary.*

C. DRINKWATER, Esq., Secretary Canadian Pacific Railway Company, Montreal.

THE CANADIAN PACIFIC RAILWAY COMPANY,

OFFICE OF THE SECRETARY, MONTREAL, 29th July, 1889.

SIR,—I beg to refer to your letter of the 13th inst, reference No. 139 481, T. and M, in relation to certain lands within the Military Colonization Company's ranche sold to Sir John Lister Kaye. I have now to enclose as requested a list of the lands in question.

I have drawn the attention of the Land Commissioner to the arrangement under which the Department is to be notified when such sales are being made and regret that it was overlooked in this case.

I have the honor to be, sir, your obedient servant,

C. DRINKWATER, *Secretary.*

JOHN R. HALL, Esq., Secretary Department of the Interior, Ottawa.

PARTICULARS of Lands disposed of by the Canadian Pacific Railway Company within the Limits of the Military Colonization Company's Lease.

Date.	Name of Purchaser.	Land.				
		Part.	Section.	Tp.	Range.	M.
1886.						
Jan. 12..	The Military Colonization Company, Gleichen ..	NE $\frac{1}{4}$	5	22	28	4
March 11.	A. H. Goldfinch, Calgary.....	NE $\frac{1}{4}$	23	21	26	4
1888.						
Dec. 31..	The Canadian Agricultural Coal & Col. Co. (Ltd.)	All	13	22	25	4
do 31..	do do ..	All	25	22	25	4
do 31..	do do ..	All	3	22	28	4
do 31..	do do ..	All	9	22	28	4
do 31..	do do ..	All	15	22	28	4
do 31..	do do ..	All	23	22	28	4
do 31..	do do ..	All	25	22	28	4

LAND DEPARTMENT, THE CANADIAN PACIFIC RAILWAY COMPANY,

WINNIPEG, Man., 19th September, 1889.

SIR,—Referring to your letter of the 13th July last, I enclose a list of sales made by this company within ranching leases with dates of same for your information, in case we have omitted to advise you of any of them.

I am, sir, your obedient servant,

L. A. HAMILTON, *Land Commissioner.*

The Secretary of the Department of the Interior, Ottawa.

LANDS sold by the Canadian Pacific Railway Company within the limits of Ranching Leases.

Name of Ranche.	Date of Purchase.	Name of Purchaser.	LAND.				Acreage.	
			Part.	Section.	Township.	Range.		Meridian.
W. F. Rivett Carnac	Cancelled	Can. N.-W. Land Co.	All	17	11	13	1	640
A. Caswell	May 6, 1889	A. Colley	N.-W. ¼	33	11	24	3	160
F. W. Peacock	Aug. 8, 1889	F. W. Peacock	S.-W. ¼	9	11	25	3	160
R. A. Carter	Aug. 2, 1889	Leander Biron	N.-E. ¼	23	9	26	3	160
J. R. Mitchell	Sept. 5, 1889	Wm. N. Adsit	N. ½	35	8	3	4	320
Med. Hat Ranching Co.	June 29, 1889	Tweed, Ewart, Finlay et al	S. ½	33	9	8	4	320
do do	do	do do	N.-E. ¼	35	9	8	4	160
do do	do	do do	S. ½	1	10	8	4	320
Military Colonization Co.	Dec. 31, 1888	Can. Agrcl., Coal & Col. Co.	All	13	22	25	4	640
do do	do	do do	All	25	22	25	4	640
do do	Nov. 3, 1886	A. H. Goldfinch	N.-E. ¼	23	21	26	4	134
Durham Ranche Co.	Dec. 31, 1888	Can. Agrcl., Coal & Col. Co.	All	31	22	27	4	640
G. L. Broderick	April 25, 1887	Isaac Potter	All east of river of W. ½	17	19	28	4	180
W. C. Skrine	do	do	All west of river of W. ½	17	19	28	4	140
do do	do	do	All south of river of N.-E. ¼	19	19	28	4	155
do do	Sept. 6, 1889	R. A. Wallace	All south of river of S. ½	19	19	28	4	290
do do	Feb. 8, 1887	Isaac Potter	All south of river, N.-W. ¼	15	19	29	4	35
do do	Mar. 22, 1889	George Ward	All south of river, N.-E. ¼	15	19	29	4	65
do do	April 30, 1889	W. C. McDougall	All east of river.	3	22	28	4	554
Military Colonization Co.	Dec. 31, 1888	Can. Agrcl., Coal & Col. Co.	All east of river of N.-E. ¼	5	22	28	4	100
do do	Jan. 21, 1886	Military Colonization Co.	All	9	22	28	4	640
do do	Dec. 31, 1888	Can. Agrcl., Coal & Col. Co.	All	15	22	28	4	640
do do	do	do do	All	23	22	28	4	640
do do	do	do do	All	25	22	28	4	640
DeWinton & Williams	Feb. 10, 1887	DeWinton & Williams	All north of river	9	22	29	4	448
do do	Nov. 11, 1886	H. R. J. Williams	S. ½	13	22	29	4	320
do do	do	do	S. ½	15	22	29	4	320
do do	Aug. 20, 1886	Wm. Rutherford	All east of river.	17	22	29	4	358
do do	May 3, 1887	Michael Ryle	S.-E. ¼	33	22	29	4	160
C. A. Bigger	July 15, 1889	Simson & Harford	N. ½	21	28	2	5	320
do do	do	do	N.-W. ¼	23	28	2	5	160
H. D. Beveridge	May 30, 1889	Patterson & Slade	S.-W. ¼	33	21	3	5	160
do do	May 20, 1889	F. Lawrence	N.-W. ¼	35	21	3	5	160
Brit. Amer. Ranche Co.	May 2, 1887	J. T. Johnson	All	3	25	3	5	640
do do	July 11, 1889	M. M. Miller	S.-W. ¼	5	25	3	5	160
do do	April 23, 1888	Edward Johnston	All	13	25	4	5	640
do do	July 9, 1886	B. E. Chaffey	All	7	26	4	5	1,010
do do	do	do	W. ½ and south of river of S.E. ¼	13	26	5	5	320
do do	May 29, 1888	Calgary L'mb'ring Co. Ld.	W. ½	19	26	4	5	175
do do	Jan. 5, 1885	E. Porter	North of river of E. ½	13	26	5	5	640
A. E. Botherill	May 26, 1888	J. A. & A. Kinnell	All	31	28	4	5	184
Jas. Fidler	July 19, 1889	Townsite Trustees	S.-W. ¼	33	24	10	5	

DEPARTMENT OF THE INTERIOR, OTTAWA, 12th October, 1889.

SIR,—I have the honor to acknowledge the receipt of your letter of the 19th ultimo, enclosing a list of lands within tracts leased for grazing purposes, which

lands have been sold by your company. In reply I am to say that each of the lessees, within whose tract the lands described are situated, has been notified of a withdrawal of the same from the operations of his lease.

I am, sir, your obedient servant,

LYNDWODE PEREIRA, *Assistant Secretary.*

L. A. HAMILTON, Esq., Land Commissioner,
Canadian Pacific Railway Company, Winnipeg, Man.

PART IV.

LAND SUBSIDY TO AND ACQUISITION OF RIGHT OF WAY FOR THE BRANCH FROM BRANDON TO DELORAINE AND GLENBORO.

THE CANADIAN PACIFIC RAILWAY COMPANY, OTTAWA, 16th May, 1889.

SIR,—I have the honor, on behalf of this company, to make application for a grant of land in aid of the construction of a proposed branch line from a point at or near Brandon to or near Township 3, Range 27, and thence westerly a total distance of 100 miles, and also for a like grant for a branch from the line just described at or near Township 3, Range 27, easterly to Deloraine, a distance of twenty-five miles. That portion of these lines extending from Deloraine westward a distance of about fifty miles, will practically be an extension of the Manitoba South-Western Railway. As, however, the time within which that company was to complete its extension has lapsed it is not possible to construct the line under that charter, and it therefore becomes necessary to build the whole under the powers conferred upon this company in relation to the building of branch lines. I beg to add that this subsidy being granted the company will undertake to commence the work of construction of the proposed lines and vigorously prosecute the same during the present season, the whole line from a point at or near Brandon a distance of 100 miles, and the Deloraine branch as above described to be completed and open for traffic before the end of next year, 1890.

I have the honor to be, sir, your obedient servant,

C. DRINKWATER, *Secretary.*

Hon. EDGAR DEWDNEY, Minister of the Interior.

DEPARTMENT OF THE INTERIOR, OTTAWA, 31st May, 1889.

SIR,—I have the honor to enclose you herewith a copy of an Order in Council, dated the 18th instant, relating to the application of your company for a grant of land in aid of the construction of a proposed branch line railway from Brandon to Deloraine and from thence westward.

I am, sir, your obedient servant,

LYNDWODE PEREIRA, *for the Secretary.*

C. DRINKWATER, Esq., Secretary Canadian Pacific Railway Company, Montreal.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 18th May, 1889.

On a report dated 17th May, 1889, from the Minister of the Interior, stating that a communication has been received from Mr. Drinkwater, Secretary of the Canadian Pacific Railway Company, asking on behalf of that company for a grant of Dominion lands in aid of the construction of a proposed branch line railway from a point at or near Brandon on the main line of the Canadian Pacific Railway, south-westerly to or near Township 3, Range 27, west of the 1st Principal Meridian, and thence westerly, a total distance of 100 miles; and also for a like grant for a branch from the line above described at or near Township 3, Range 27 west of the 1st Principal Meridian, east-

erly to Deloraine, a distance of 25 miles (the proposed lines are drawn in *red* on the annexed sketch), it being the intention of the company to build these extensions under the powers conferred upon it in relation to the building of branch lines.

The Minister further states that Mr. Drinkwater represents that the company will undertake, in the event of the subsidy asked for being granted, to commence and vigorously prosecute the construction of the proposed railway during the present season, and to complete and have open for traffic the entire distance of 125 miles before the end of the year 1890.

The Minister is of opinion, as the proposed lines of railway will traverse a fertile section of country which is being rapidly settled, and which is at present without railway facilities of any kind, that the proposed undertaking is one in the public interest, and is deserving of encouragement, and he therefore recommends, subject to the approval of Parliament, that a free grant of Dominion lands be made to the Canadian Pacific Railway Company at the rate of 6,400 acres per mile of the proposed line from a point at or near Brandon to or near Township 3, Range 27 west of the 1st Principal Meridian, thence westerly, the whole distance being about 100 miles; and also that a similar grant be made at the same rate per mile for the line of railway from a point on the line just described at or near Township 3, Range 27 west of the 1st Principal Meridian, easterly to Deloraine, the western terminus of the Manitoba and South-Western Colonization Railway, a distance of about 25 miles, making the area of land to be set apart for the grant applicable to the whole length of the two branches, 125 miles, 800,000 acres; the said grant to be however subject to the following terms and conditions, viz:—

1. That the lands to be set apart for the purpose of the grant in aid of the proposed lines of railway shall be lands fairly fit for settlement, and that they shall consist of such tract or sections at the disposal of the Government as shall hereafter be agreed upon by the Minister of the Interior and the Canadian Pacific Railway Company, subject, however, to the approval of the Governor in Council.

2. That the said company shall re-imburse the Government the cost of surveying the land and other incidental expenses, the same being hereby fixed at 10 cents per acre.

3. That the location, mileage, gauge and grades of the railway be submitted to and approved by the Minister of Railways.

4. That the work of construction shall be commenced during the present season and that the company shall complete and adequately equip to the satisfaction of the Government and have running the 125 miles of railway before described on or before the 31st of December, 1890.

5. That each *bona fide* settler found on the land granted to the company at the time such grant is earned, the Minister of the Interior being the judge in the event of any dispute as to his *bona fides*, shall have the right to retain the land occupied by him to the extent of not exceeding 320 acres on paying the company therefor at a rate not exceeding in any case \$2.50 per acre, payable, one-fourth in cash and one-fourth in each of the three succeeding years, with interest on the unpaid balances at a rate not exceeding six per cent. per annum.

The Committee submit the above recommendation for Your Excellency's approval.

JOHN J. MCGEE, *Clerk Privy Council.*

To the Honorable the Minister of the Interior.

THE CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 4th June, 1889.

SIR,—With reference to the order-in-council passed on the 18th ultimo, making a grant of land in aid of the construction of the Souris Branch, and for a branch to Deloraine, I have the honor to state that it is the intention of this company, if a similar subsidy be obtained therefor to construct a further branch line from some point at or near Souris, on the Souris Branch, to Glenboro' one of the termini of the

Manitoba South-Western Railway, a distance of about 60 miles. This line will run through a part of the country which is being rapidly settled, and there is a strong appeal on the part of the settlers for such railway facilities as this branch will afford.

To enable the company to make the necessary financial arrangements for the construction of the line I am instructed respectfully to ask that a grant of 6,400 acres of land per mile, be made to this proposed branch, the same being virtually an extension of the lines to which a similar grant was made in the Order in Council above referred to.

I am further instructed to state that it will greatly assist the company in securing the funds necessary to complete these Branch lines, if the Government will provide for their inspection in 20 mile sections, and for a grant of the acreage applicable to each section from time to time, on its acceptance by the Department of Railways.

I beg therefore respectfully to ask that an Order in Council be passed in terms of this application.

I have the honor to be, sir, your obedient servant,

C. DRINKWATER, *Secretary.*

Hon. EDGAR DEWDNEY, Minister of the Interior, Ottawa.

THE CANADIAN PACIFIC RAILWAY COMPANY,

OFFICE OF THE SOLICITOR, MONTREAL, 4th June, 1889.

SIR,—I have the honor to remind you of section 14 of the Act under which the Canadian Pacific Railway Company was incorporated, and to the undertaking there that the Government should grant to the company the lands required for the road bed of branch lines, and for station grounds, &c., requisite for the efficient construction and working of such lines; and I am instructed to request that in all sales or grants of land through which the contemplated line from Brandon to Souris, as well as the branches from that line easterly to Deloraine and Glenboro' are likely to pass should be qualified by the reservation of such lands as may be required by the Canadian Pacific Railway Company for these purposes.

It will, of course, be much less trouble to make this reservation at the time of the sale or patent, than to get the land afterwards from the purchaser or patentee.

I have the honor to be, sir, your obedient servant,

GEORGE M. CLARK, *Solicitor, C.P.R.*

Hon. EDGAR DEWDNEY, Minister of the Interior, Ottawa.

DEPARTMENT OF THE INTERIOR, OTTAWA, 7th June, 1889.

DEAR MR. DRINKWATER,—As I told you I thought was the case, the Commissioner of Dominion Lands has already acted upon a telegraphic instruction from the department, and the right of way will be reserved in the case of all lands disposed of within six miles of the assumed line from Brandon south-westerly and from Deloraine westerly. I have written him to-day asking him to take the same measures in regard to the proposed line from Glenboro' westward, pending the conclusion which may finally be reached in the premises.

Yours sincerely,

A. M. BURGESS, *Deputy Minister of the Interior.*

C. DRINKWATER, Esq., Secretary Canadian Pacific Railway Company, Montreal.

THE CANADIAN PACIFIC RAILWAY COMPANY,

OFFICE OF THE SECRETARY, MONTREAL, 12th June, 1889.

MY DEAR BURGESS,—I shall be much obliged if you will send me copies of the Orders in Council respecting the Glenboro' extension, and the conveyance of the land grant in sections of 20 miles.

Yours very truly,

C. DRINKWATER, *Secretary.*

A. M. BURGESS, Esq., Deputy Minister of the Interior, Ottawa.

DEPARTMENT OF THE INTERIOR, OTTAWA, 14th June, 1889.

SIR,—Mr. G. M. Clark, the solicitor of the Canadian Pacific Railway Company, having requested that, in all sales or grants of lands through which the contemplated branch of your railway from Brandon to Souris is likely to pass, a reservation be made, under the provisions of section 14 of the company's Act of incorporation, of such lands as may be required for the road bed, station grounds, &c., for the proposed branch, I have to inform you that Mr. Clark's request has been duly noted, and to ask that you will file in this department, as soon as possible, a copy of the location and right of way plans, in order that we may define exactly the area your company is to receive for right of way and station grounds.

I am, sir, your obedient servant,

JOHN R. HALL, *Secretary.*

C. DRINKWATER, Esq., Secretary Canadian Pacific Railway Company, Montreal.

DEPARTMENT OF THE INTERIOR, OTTAWA, 14th June, 1889.

SIR,—I have the honor to acknowledge receipt of your letter to the Minister of the Interior, of the 4th instant, calling attention to the provisions of section 14 of the Act under which the Canadian Pacific Railway Company was incorporated, and requesting that in all sales or grants of land, through which the contemplated line from Brandon to Souris is likely to pass, be qualified by the reservation of such lands as may be required by that company for road-bed of branch lines, station grounds, &c., requisite for the efficient construction and working of such lines.

Your application has been duly noted in the books of this department.

I have the honor to be, sir, your obedient servant,

JOHN R. HALL, *Secretary.*

GEO. M. CLARK, Esq., Solicitor Canadian Pacific Railway Co., Montreal.

DEPARTMENT OF THE INTERIOR, OTTAWA, 6th July, 1889.

SIR,—I am directed to enclose you herewith a copy of an Order in Council dated the 14th ultimo, providing for a land subsidy to the Canadian Pacific Railway for the construction of a branch line from Brandon to Glenboro'.

I have the honor to be, sir, your obedient servant,

LYNDWODE PEREIRA, *Assistant Secretary.*

C. DRINKWATER, Esq., Secretary Canadian Pacific Railway Company, Montreal.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 14th June, 1889.

On a report dated 11th June, 1889, from the Minister of the Interior, stating that Mr. Drinkwater, the Secretary of the Canadian Pacific Railway Company, represents that it is the intention of the company, if they can obtain from Government a land subsidy similar to that granted them by Order in Council of the 18th of May, 1889, to construct a branch from a point on the proposed line running south-westerly from Brandon in an easterly direction to Glenboro', one of the termini of the Manitoba South-Western Railway, the proposed line being shown approximately on the annexed sketch, marked in red.

The Minister further states that the line of railway in question, which is virtually an extension of the Manitoba South-Western Colonization Railway, would run through a part of the country which is being rapidly settled and which is much in need of such railway facilities as this branch would afford, and he therefore recommends that, subject to the approval of Parliament, a grant of 6,400 acres be made to the Canadian Pacific Railway Company for the proposed branch line from a point on the line of railway running south-westerly from Brandon to Glenboro' one of the termini of the Manitoba South-Western Railway, a distance of about 60 miles, the

said line being shown approximately on the annexed sketch marked in red; the grant to be subject, however, to the following terms and conditions, namely:—

1. That the lands to be set apart for the purpose of the grant shall be lands fairly fit for settlement and shall consist of such tract or sections as shall hereafter be agreed upon by the Minister of the Interior and the Canadian Pacific Railway Company, subject, however, to the approval of the Governor in Council.

2. That the company shall reimburse to the Government the cost of surveying the lands, and other incidental expenses, the same being hereby fixed at ten cents per acre.

3. That the location, gauge, grades and mileage of the railway be submitted to and approved by the Minister of Railways.

4. That each *bonâ-fide* settler found on land granted to the company at the time such is earned, the Minister of the Interior being the judge in the event of any dispute as to his *bonâ-fides*, shall have the right to retain the land occupied by him to the extent of 320 acres, on paying the company therefor at a rate not exceeding in any case \$2.50 per acre, payable one-fourth in cash, and one-fourth in each of the three succeeding years, with interest on the unpaid balance at a rate not exceeding 6 per cent. per annum.

5. That the company shall commence the construction of the railway during the present season, and shall complete, adequately equip and have running to the satisfaction of the Government the whole length of the line about 60 miles in length, on or before the 31st day of December, 1890, and that should the company make default and fail to commence and complete the construction of the said railway within the time stipulated, then the lands to which they would otherwise have been entitled and which may be unearned at the time shall be forfeited, and all claim to the same on the part of the company shall be void.

6. That for the purpose of the grant, the railway shall be divided into three sections of twenty miles each, and on the completion of each such section to the satisfaction of the Government the land grant applicable thereto shall be conveyed to the company.

The Committee submit the above recommendation for Your Excellency's approval.

JOHN J. MCGEE, *Clerk Privy Council.*

The Honorable the Minister of the Interior, Ottawa.

DEPARTMENT OF THE INTERIOR, OTTAWA, 4th July, 1889.

SIR,—I have the honor to transmit to you herewith copy of an Order in Council dated the 18th ultimo, respecting the conveyance to the Canadian Pacific Railway Company of the land grant for the Brandon and Souris branch, on the completion of each section of 20 miles of the line.

I am, sir, your obedient servant,

LYNDWODE PERIERA, *Assistant Secretary.*

C. DRINKWATER, Esq., Secretary Canadian Pacific Railway Company, Montreal.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 18th June, 1889.

On a Report dated the 11th June, 1889, from the Minister of the Interior, stating with reference to the Order in Council of the 18th of May last, which authorized a subsidy of Dominion Lands, at the rate of 6,400 acres per mile, in aid of the construction of a branch line of the Canadian Pacific Railway from Brandon to or near Township 3, Range 27 west of the 1st Principal Meridian, thence westerly, the whole distance being about 100 miles; and also for a branch line from a point on the line just described, at or near Township 3, Range 27 west of the 1st Principal Meridian, easterly to Deloraine, the western terminus of the Manitoba and South-Western Railway, a distance of about 25 miles; that the company now represent that it

would greatly facilitate their financial arrangements if the grant were conveyed to them on the completion of each section of 20 miles of the branch lines before described.

The Minister, seeing no objection to the request of the company being complied with, recommends that for the purposes of the grant the branch line from Brandon to or near Township 3, Range 27 west of the 1st Principal Meridian, thence westerly, be divided into 5 sections of 20 miles each; and that the line from a point on the branch line just described easterly to Deloraine, be divided into two sections, one of 20 miles, and the other comprising the remaining portion of the branch, and that on the completion of each such section to the satisfaction of the Government the land grant applicable thereto shall be conveyed to the company.

The Committee submit the above recommendations for Your Excellency's approval.

JOHN J. MCGEE, *Clerk Privy Council.*

The Honorable the Minister of the Interior, Ottawa.

THE CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 15th July, 1889.

SIR,—I beg to transmit herewith a plan of the proposed Glenboro' extension of the Souris branch of this railway. A copy of this plan has been filed in the Department of Railways in accordance with clause of the contract between the Government and this company.

I have the honor to be, sir, your obedient servant,

C. DRINKWATER, *Secretary.*

JOHN R. HALL, Esq., Secretary Department of the Interior, Ottawa.

THE CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 16th August, 1889.

SIR,—I have to-day transmitted to the Department of Railways, in pursuance of clause 15 of the company's charter, a plan and profile of that portion of the Souris branch extending from Kemnay, near Brandon, to Melita, in Township 3, Range 26, west 1, in Section 31.

I have the honor to be, sir, your obedient servant,

C. DRINKWATER, *Secretary.*

JOHN R. HALL, Esq., Secretary Department of the Interior, Ottawa.

DEPARTMENT OF THE INTERIOR, OTTAWA, 17th August, 1889.

SIR,—I beg to acknowledge the receipt of your letter of the 15th ultimo, enclosing a plan of the proposed Glenboro' extension of the Souris branch of the Canadian Pacific Railway, and stating that a copy of the plan has been filed in the Department of Railways and Canals.

I am, sir, your obedient servant,

LYNDWODE PEREIRA, *Assistant Secretary.*

C. DRINKWATER, Esq., Secretary Canadian Pacific Railway Company, Montreal.

DEPARTMENT OF THE INTERIOR, OTTAWA, 25th September, 1889.

SIR,—I have the honor to acknowledge the receipt of your letter of the 16th ultimo advising this department of your having transmitted to the Department of Railways a plan and profile of a portion of the Souris branch of the Canadian Pacific Railway.

I have the honor to be, sir, your obedient servant,

LYNDWODE PEREIRA, *Assistant-Secretary.*

C. DRINKWATER, Esq., Secretary Canadian Pacific Railway Company, Montreal.

THE CANADIAN PACIFIC RAILWAY COMPANY, WESTERN DIVISION.
SOLICITOR'S OFFICE, WINNIPEG, MAN., 26th November, 1889.

Re 154 Souris Branch.

SIR,—The north-west quarter of Section 32, Township 3 and Range 26, west of the Principal Meridian, was homesteaded by Francis Graham, who has given a deed to the Canadian Pacific Railway Company for the right of way of the Souris branch. I learn that Mr. Graham has not yet applied for patent, but that he is in a position to do so at any time. Will you please direct that the land taken by the company be excepted in the patent granted to him and that a patent for the excepted land be issued to the company. I enclose a copy of the deed from Graham certified by the registrar of the county, which contains the description of the land taken for right of way.

I am, sir, your obedient servant,

J. A. M. AIKINS.

The Honorable the Minister of the Interior, Ottawa.

KNOW all men by these presents, that I, Francis Graham, of the County of Souris River, in the Province of Manitoba, farmer—in consideration of \$1 paid to by the Canadian Pacific Railway Company, the receipt whereof is hereby acknowledged, grant, bargain, sell and convey unto the said the Canadian Pacific Railway Company, their successors and assigns, all that tract or parcel of land described as follows:—Being composed of all that portion of the north-west quarter of Section 32 in Township 3, and Range 26, west of the Principal Meridian, in the Province of Manitoba, which lies between two lines parallel to and 50 feet distant on each side from the centre line of the Souris Branch of the Canadian Pacific Railway, as the same is now staked out, and located across said land and land adjoining the same, containing 2:50 of an acre, more or less: To have and to hold the said land and premises unto the said company, their successors and assigns for ever.

Witness my hand and seal this 30th day of July, 1889.

FRANCIS GRAHAM.

Signed, sealed and delivered in the
presence of

THOMAS NIXON.

Manitoba,
County of Selkirk,
To wit:

I, Thomas Nixon, of the City of Winnipeg, in the County of Selkirk, gentleman, make oath and say:—

1. That I was personally present and did see the within instrument duly signed, sealed and executed by Francis Graham, the party thereto.
2. That the said instrument was executed in the County of Souris River.
3. That I do not know the said party.
4. That I am a subscribing witness to the said instrument.

THOMAS NIXON.

Sworn before me at Winnipeg, in
the County of Selkirk, this 5th
day of August, in the year of Our
Lord, 1889.

WM. BEAIRSTO,

Commissioner for taking affidavits, &c.

DEPARTMENT OF THE INTERIOR, OTTAWA, 16th December, 1889.

SIR,—I beg to acknowledge the receipt of your letter of the 26th ultimo, enclosing a copy of the deed given by Mr. Francis Graham to the Canadian Pacific Railway Company, covering the right of way of the Souris branch of the railway through the north-west quarter of Section 32, Township 3, Range 26, west of the First Meridian. A note of this deed has been made in the books of this department, and care will be taken when issuing the patent for this land to Mr. Graham to reserve therefrom the right of way.

I am, sir, your obedient servant,

LYNDWODE PEREIRA, *Assistant Secretary.*

J. A. M. AIKINS, Esq., Solicitor's Office, Canadian Pacific Railway Co., Winnipeg.

CANADIAN PACIFIC RAILWAY COMPANY, WESTERN DIVISION,
SOLICITOR'S OFFICE, WINNIPEG, 27th November, 1889.

SIR,—(*Re 126 and 137 Souris Branch*)—I beg to enclose herewith two copies of deeds to the Canadian Pacific Railway Company for right of way on the Souris branch, the deeds being given by E. A. Wright for part of the south-west $\frac{1}{4}$ of Section 34, Township 4, Range 25, west of Principal Meridian; and by Wm. H. Crowell for part of the north-east $\frac{1}{4}$ of Section 24, Township 4, Range 26, west of Principal Meridian. I learn that both these men are in a position to apply for patents for their respective quarter sections, but they have not yet done so.

When the patents are being issued, may I ask you to direct that the land granted to the railway company be in each case excepted, and that a separate patent for their right of way be issued to the company?

I am, sir, your obedient servant,

J. A. M. AIKINS.

The Honorable the Minister of the Interior, Ottawa.

KNOW all men by these presents, that I, William H. Crowell, of the County of Souris River, in the Province of Manitoba, Farmer, in consideration of one dollar paid to me by the Canadian Pacific Railway Company, the receipt whereof is hereby acknowledged, grant, bargain, sell and convey unto the said the Canadian Pacific Railway Company, their successors and assigns all that tract or parcel of land described as follows: Being composed of all that portion of the north-east quarter of Section 24, in Township 4 and Range 26 in the Province of Manitoba, which lies between two lines parallel to and 50 feet distant, on each side from the centre line of the Souris branch of the Canadian Pacific Railway as the same is now staked out and located across said land and land adjoining the same, containingacres and two hundredths of an acre, more or less.

To have and to hold the said land and premises unto the said Company, their successors and assigns for ever.

Witness my hand and seal this thirtieth day of July, one thousand eight hundred and eighty-nine.

Signed, sealed, and delivered in the
presence of
THOMAS NIXON.

W. H. CROWELL.

Manitoba,
County of Selkirk,
To WIT:

I, Thomas Nixon, of the city of Winnipeg, in
the County of Selkirk, gentleman, make
oath and say:

1. That I was personally present and did see the within instrument duly signed, sealed and executed by William H. Crowell, the party thereto.
2. That the said instrument was executed in the County of Souris River.

3. That I do not know the said party.
4. That I am a subscribing witness to the said instrument.

Sworn before me at Winnipeg, in the
County of Selkirk, this 5th day
of August, in the year of our
Lord, 1889. W. M. BEAIRSTO, }

THOMAS NIXON.

Commissioner for taking affidavits, &c.

Know all men by these presents, that I, Eugene Augustus Wright, of the County of Souris River, in the Province of Manitoba, farmer, in consideration of one dollar paid to by the Canadian Pacific Railway Company, the receipt whereof is hereby acknowledged, grant, bargain, sell and convey unto the said the Canadian Pacific Railway Company, their successors and assigns, all that tract or parcel of land described as follows:—Being composed of all that portion of the south-west quarter of Section 34, in Township 4 and Range 25, west of the First Principal Meridian, in the Province of Manitoba, which lies between two lines parallel to and 50 feet distant on each side from the centre line of the Souris Branch of the Canadian Pacific Railway, as the same is now staked out and located across said land and land adjoining the same, containing 3.53 acres more or less.

To have and to hold the said land and premises unto the said company, their successors and assigns for ever.

Witness my hand and seal this thirty-first day of July, one thousand eight hundred and eighty-nine.

Signed, sealed and delivered in the
presence of
F. V. YOUNG. }

E. A. WRIGHT.

Manitoba,
County of Brandon,
To Wit:

I, Francis Verschoyle Young, of the Village of Souris, in the County of Brandon, farmer, make oath and say:

1. That I was personally present and did see the within instrument duly signed, sealed and executed by Eugene Augustus Wright, the party thereto.
2. That the said instrument and duplicate were executed in the County of Souris River.
3. That I know the said party.
4. That I am a subscribing witness to the said instrument and duplicate.

Sworn before me at Brandon, in the
County of Brandon, this third
day of August, in the year of
our Lord, 1889.

F. VERSCHOYLE YOUNG.

THOMAS NIXON, J. P. }

DEPARTMENT OF THE INTERIOR, OTTAWA, 9th December, 1889.

SIR,—I beg to acknowledge the receipt of your letter of the 27th ultimo, enclosing copies of two deeds covering the right of way of the Canadian Pacific Railway Company through the south-west quarter of Section 34, Township 4, Range 25, West of the 1st Meridian, and the north-east quarter of Section 24, Township 4, Range 26, West of the 1st Meridian. In reply, I am to inform you that a note has been made in the township register here in regard to this matter, and when letters patent for the lands in question are being prepared allowance will be made therein for the right of way of the company.

I am, sir, your obedient servant,

LYNDWODE PEREIRA, *Assistant Secretary.*

J. A. M. ATKINS, Esq., Solicitor Canadian Pacific Railway Company, Winnipeg.

THE CANADIAN PACIFIC RAILWAY COMPANY, WESTERN DIVISION,
SOLICITOR'S OFFICE, WINNIPEG, MAN., 5th December, 1889.

SIR,—(Re 23, Souris Branch)—I beg to enclose a copy certified by the registrar of a deed from James Moore to the Canadian Pacific Railway Company. The deed conveys among other lands the company's right of way over the south-west quarter of Section 12, Township 9, Range 21, West of the Principal Meridian. I learn at the Commissioner's Office here that Moore has applied for a patent to this land, and that his recommendation is likely soon to issue. May I request you to direct that when the patent is issued the company's right of way be excepted, and that a separate patent be issued to the company therefor?

I am, sir, your obedient servant,

J. A. M. AIKINS.

The Honorable the Minister of the Interior, Ottawa.

Know all men by these presents, that I, James Moore, of the County of Brandon, in the Province of Manitoba, farmer, in consideration of one hundred and thirty dollars paid to me by the Canadian Pacific Railway Company, the receipt whereof is hereby acknowledged, grant, bargain, sell and convey unto the said the Canadian Pacific Railway Company, their successors and assigns, all those tracts or parcels of land described as follows:—Being composed, firstly, of all that portion of the North-east, South-east, and South-west quarters of section twelve in Township nine and Range 21 west of the Principal Meridian, in the Province of Manitoba, which lies between two lines parallel to and 50 feet distant on each side from the centre line of the Souris Branch of the Canadian Pacific Railway, as the same is now staked out and located across said lands and lands adjoining the same, containing in the north-east quarter of said section 6.40 acres more or less, in the south-east quarter of said section 6.32 acres more or less, and in the south-west quarter of said section .08 of an acre, more or less.

Being composed, secondly, of all that portion of the south-west quarter of Section 1 in Township 9 and Range 21 west of the Principal Meridian, in the Province of Manitoba, which lies between two lines parallel to and 50 feet distant on each side from centre line of the said Souris branch of the Canadian Pacific Railway, as the same is now staked out and located across said land and land adjoining the same, containing 6.38 acres more or less.

To have and to hold the said lands and premises unto the said company, their successors and assigns for ever.

Witness my hand and seal this thirteenth day of August, one thousand eight hundred and eighty-nine.

Signed, sealed and delivered in the
presence of

THOMAS NIXON.

Witness

F. VERSCHOYLE YOUNG.

JAMES MOORE.

Manitoba,
County of Selkirk,
To WIT:

I, Thomas Nixon, of the city of Winnipeg, in
the County of Selkirk, gentleman, make oath
and say:—

1. That I was personally present and did see the within instrument duly signed, sealed and executed by James Moore, the party thereto.

2. That the said instrument was executed in the County of Brandon, in the Province of Manitoba.

3. That I know the said party.

4. That I am a subscribing witness to the said instrument.

Sworn before me at Winnipeg, in the
County of Selkirk, this 28th day
of August, in the year of Our
Lord 1889.

THOMAS DIXON.

WM. BEAIRSTO,
Commissioner for taking affidavits, &c.

THE CANADIAN PACIFIC RAILWAY COMPANY, WESTERN DIVISION,
SOLICITOR'S OFFICE, WINNIPEG, MAN., 10th December, 1889.

(Re 125, Souris Branch.)

SIR,—I beg to enclose a copy of a deed given by E. A. Wright to the Canadian Pacific Railway Company covering a portion of the north-west quarter Section 34, Township 4, Range 25 west of the Principal Meridian. The land conveyed is required for the Souris branch of the railway. May I ask you to direct that, when the patent is applied for, the right of way be reserved and a separate patent therefor issued to the company?

I am, sir, your obedient servant,

J. A. M. AIKINS.

The Honorable the Minister of the Interior, Ottawa.

Know all men by these presents, that I, Eugene Augustus Wright, of the County of Souris River, in the Province of Manitoba, Farmer—in consideration of one dollar paid to by the Canadian Pacific Railway Company, the receipt whereof is hereby acknowledged, grant, bargain, sell and convey unto the said the Canadian Pacific Railway Company, their successors and assigns, all that tract or parcel of land described as follows:—Being composed of all that portion of the north-west quarter of Section 34, in Township 4, and Range 25, west of the First Principal Meridian, in the Province of Manitoba, which lies between two lines parallel to and 50 feet distant on each side from the centre line of the Souris branch of the Canadian Pacific Railway, as the same is now staked out and located across said land, and land adjoining the same, containing 3.53 acres, more or less.

To have and to hold the said land and premises unto the said company, their successors and assigns, for ever.

Witness my hand and seal this 31st day of July, 1889.

E. A. WRIGHT.

Signed, sealed and delivered }
in presence of }
F. V. YOUNG. }

Manitoba, }
County of Brandon. }
To Wit: }

I, Francis Verschoyle Young, of the Village of Souris, in the County of Brandon, farmer, make oath and say:

1. That I was personally present and did see the within instrument duly signed, sealed and executed by Eugene Augustus Wright, the party thereto.
2. That the said instrument was executed in the County of Souris River.
3. That I know the said party.
4. That I am a subscribing witness to the said instrument.

F. VERSCHOYLE YOUNG.

Sworn before me at Brandon, in the }
County of Brandon, this third day }
of August, in the year of our Lord }
1889. THOMAS NIXON, J.P. }

CANADIAN PACIFIC RAILWAY COMPANY,—WESTERN DIVISION,
SOLICITOR'S OFFICE, WINNIPEG, MAN., 13th December, 1889.

SIR,—I beg to enclose a copy of a deed given by Charles D. Batty to the Canadian Pacific Railway Company of a portion of the north-east quarter of Section 22, Township 6, Range 23, west of the 1st Principal Meridian. The quarter section is held under an agreement of purchase by Batty, who has paid part of the purchase money. May I ask you to be good enough to have this copy placed on record, so

that in the event of Batty's purchase not being completed, the company's interest may be protected?

I am, sir, your obedient servant,

J. A. M. AIKINS.

The Hon. the Minister of the Interior, Ottawa.

Know all men by these presents, that I, Charles David Batty, of the city of Winnipeg, in the County of Selkirk, tailor, in consideration of \$12.60 paid to me by the Canadian Pacific Railway Company, the receipt whereof is hereby acknowledged, grant, bargain, sell and convey unto the said the Canadian Pacific Railway Company, their successors and assigns, all that tract or parcel of land described as follows:— Being composed of all that portion of the north-east quarter of Section 22, in Township 6, Range 23, west of the Principal Meridian, in the Province of Manitoba, according to the Dominion Government survey, which lies between two lines parallel to and 50 feet distant on each side from the centre line of the Souris branch of the Canadian Pacific Railway, as the same is now located and constructed across said land and land adjoining the same, containing 2.52 acres, more or less.

To have and to hold the said land and premises unto the said company, their successors and assigns for ever.

Witness my hand and seal this 11th day of December, 1889.

CHAS. D. BATTY.

Signed, sealed and delivered }
in presence of }
A. WHEALLER. }

Manitoba, }
County of Selkirk, }
To Wit: }

I, Anson Whealler, of the city of Winnipeg, in the County of Selkirk, law student, make oath and say:

1. That I was personally present and did see the within instrument and duplicate thereof duly signed, sealed and executed by Charles David Batty, one of the parties thereto.

2. That the said instrument and duplicate were executed at the said city of Winnipeg.

3. That I know the said party.

4. That I am a subscribing witness to the said instrument and duplicate.

A. WHEALLER.

Sworn before me at Winnipeg, in the }
County of Selkirk, this 12th day }
of December, in the year of our }
Lord 1889. }

R. W. DODGE,

A Commissioner for taking Affidavits, &c.

DEPARTMENT OF THE INTERIOR,

DOMINION LANDS OFFICE, BRANDON, 16th December, 1889.

SIR,—I have the honor to inform you that J. A. M. Aikins, Esq., Q.C., Solicitor for the Canadian Pacific Railway Company, has filed in this office copy of a deed given by Mr. Charles D. Batty to the company of a portion of the N.E. $\frac{1}{4}$ Section 22, Township 6, Range 23 west 1st Meridian, required for right of way on the Souris branch, so that when a patent is issued to Batty the railway land may be excepted and a separate patent issued therefor.

It is described as that portion "which lies between two lines parallel to and fifty feet distant, on each side from the centre line of the Souris branch as now located and constructed. Area 2.52 acres.

I have the honor to be, sir, your obedient servant,

W. H. HIAM, *Agent of Dominion Lands.*

The Secretary Department of the Interior, Ottawa.

CANADIAN PACIFIC RAILWAY COMPANY, WESTERN DIVISION,
SOLICITOR'S OFFICE, WINNIPEG, MAN., 17th December, 1889.

SIR,—(*Re 97, Souris Branch*)—I beg to enclose a copy of a deed given by David Callander to the Canadian Pacific Railway Company, covering a portion of the north-east quarter of Section 36, Township 5, Range 24, west of the Principal Meridian. The quarter section is as shown Callander's pre-emption. I shall be obliged if you will direct that the paper I send be placed on record in the proper place.

I am, sir, your obedient servant,

J. A. M. AIKINS.

The Honorable the Minister of the Interior, Ottawa.

Know all men by these presents, that I, David Callander, of the County of Souris River, in the Province of Manitoba, farmer, in consideration of twenty dollars paid to me by the Canadian Pacific Railway Company, the receipt whereof is hereby acknowledged, grant, bargain, sell and convey unto the said the Canadian Pacific Railway Company, their successors and assigns, all that tract or parcel of land described as follows:—Being composed of all that portion of the north-east quarter of Section 36, in Township 5, and Range 24, in the Province of Manitoba, which lies between two lines parallel to and 50 feet distant on each side from the centre line of the Souris branch of the Canadian Pacific Railway, as same staked out and located across said land and land adjoining the same, containing 6.81 of an acre, more or less.

To have and to hold the said land and premises unto the said company, their successors and assigns for ever.

Witness my hand and seal this 1st day of August, 1889.

DAVID CALLANDER.

Signed, sealed and delivered }
in presence of }
THOMAS NIXON. }

Manitoba, }
County of Selkirk, }
To Wit :

I, Thomas Nixon, of the city of Winnipeg, in the County of Selkirk, gentleman, make oath and say:

1. That I was personally present and did see the within instrument duly signed, sealed and executed by David Callander, the party thereto.

2. That the said instrument was executed in the County of Souris River.

3. That I do not know the said party.

4. That I am a subscribing witness to the said instrument.

THOMAS NIXON.

Sworn before me at Winnipeg, in }
the County of Selkirk, this 5th }
day of August, in the year of our }
Lord 1889. WM. BEAIRSTO, }

A Commissioner for taking Affidavits, &c.

DEPARTMENT OF THE INTERIOR,
OFFICE OF THE COMMISSIONER OF DOMINION LANDS,
WINNIPEG, 17th December, 1889.

SIR,—I am directed to forward to you herewith a copy of a letter which has been received from Mr. J. A. M. Aikins, and the original enclosures which accompanied the same.

I have the honor to be, sir, your obedient servant,

R. A. RUTTAN, *Assistant Secretary.*

The Secretary, Department of the Interior, Ottawa.

CANADIAN PACIFIC RAILWAY COMPANY, WESTERN DIVISION,
SOLICITOR'S OFFICE, WINNIPEG, Man., 10th December, 1889.

(*Re* 125, 137 and 154, Souris Branch.)

DEAR SIR,—I beg to enclose copies of deeds given by E. A. Wright, W. H. Crowell and Francis Graham, respectively, to the Canadian Pacific Railway Company for portions of the north-west quarter of Section 34, Township 4, Range 25, west, the north-east quarter of Section 24, Township 4, Range 26, west, and the north-west quarter of Section 32, Township 3, Range 26, west. The portions conveyed are required for the company's right of way on the Souris branch. May I ask you to have these deeds placed on record?

Yours truly,

J. A. M. AIKINS.

H. H. SMITH, Esq., Commissioner, Winnipeg.

KNOW all men by these presents, that I, Francis Graham, of the County of Souris River, in the Province of Manitoba, farmer, in consideration of one dollar paid to me by the Canadian Pacific Railway Company, the receipt whereof is hereby acknowledged, grant, bargain, sell and convey unto the said the Canadian Pacific Railway Company, their successors and assigns, all that tract or parcel of land described as follows:—Being composed of all that portion of the north-west quarter Section 32, in Township 3, and Range 26, west of the Principal Meridian, in the Province of Manitoba, which lies between two lines parallel to and fifty feet distant on each side from the centre line of the Souris branch of the Canadian Pacific Railway as same is now staked out and located across said land and land adjoining the same, containing 2.50 acres, more or less.

To have and to hold the said land and premises unto the said company, their successors and assigns for ever.

Witness my hand and seal this 30th day of July, 1889.

FRANCIS GRAHAM.

Signed, sealed and delivered }
in presence of }
THOMAS NIXON. }

Manitoba, }
County of Selkirk, }
To Wit: }

I, Thomas Nixon, of the city of Winnipeg, in the County of Selkirk, gentleman, make oath and say:

1. That I was personally present and did see the within instrument duly signed, sealed and executed by Francis Graham, the party thereto.
2. That the said instrument was executed in the County of Souris River.

3. That I do not know the said party.
4. That I am a subscribing witness to the said instrument.

THOMAS NIXON.

Sworn before me at Winnipeg, in the }
 County of Selkirk, this fifth day of }
 August, in the year of our Lord 1889. }

W.M. BEAIRSTO,

A Commissioner for taking Affidavits.

Know all men by these presents, that I, Eugene Augustus Wright, of the County of Souris River, in the Province of Manitoba, farmer, in consideration of one dollar paid to me by the Canadian Pacific Railway Company, the receipt whereof is hereby acknowledged, grant, bargain, sell and convey unto the said the Canadian Pacific Railway Company, their successors and assigns, all that tract or parcel of land described as follows:—Being composed of all that portion of the north-west quarter of Section 34, in Township 4 and Range 25, west of the First Principal Meridian, in the Province of Manitoba, which lies between two lines parallel to and 50 feet distant on each side from the centre line of the Souris branch of the Canadian Pacific Railway, as same is now staked out and located across said land and land adjoining the same, containing 3.53 acres, more or less.

To have and to hold the said land and premises unto the said company, their successors and assigns for ever.

Witness my hand and seal this thirty-first day of July, one thousand eight hundred and eighty-nine.

E. A. WRIGHT.

Signed, sealed and delivered }
 in presence of }
 F. V. YOUNG. }

Manitoba, }
 County of Brandon, }
 To Wit: }

I, Francis Verschoyle Young, of the village of Souris, in the County of Brandon, farmer, make oath and say:

1. That I was personally present and did see the within instrument duly signed, sealed and executed by Eugene Augustus Wright, the party thereto.
2. That the said instrument was executed in the County of Souris River.
3. That I know the said party.
4. That I am a subscribing witness to the said instrument.

F. VERSCHOYLE YOUNG.

Sworn before me at Brandon, in the }
 County of Brandon, this third day of }
 August, in the year of our Lord 1889. }

THOMAS NIXON, J. P.

Know all men by these presents, that I, William H. Crowell, of the County of Souris River, in the Province of Manitoba, farmer, in consideration of one dollar paid to me by the Canadian Pacific Railway Company, the receipt whereof is hereby acknowledged, grant, bargain, sell and convey unto the said the Canadian Pacific Railway Company, their successors and assigns, all that tract or parcel of land described as follows:—Being composed of all that portion of the north-east quarter of Section 24, in Township 4 and Range 26, in the Province of Manitoba, which lies between two lines parallel to and 50 feet distant on each side from the centre line of the Souris Branch of the Canadian Pacific Railway, as same is now staked out and located across said land and land adjoining the same, containing .02 acre, more

or less. To have and to hold the said land and premises unto the said company, their successors and assigns for ever.

Witness my hand and seal this 30th day of July, 1889.

W. H. CROWELL.

Signed, sealed and delivered }
in presence of }
THOMAS NIXON. }

Manitoba, }
County of Selkirk, }
To Wit: }

I, Thomas Nixon, of the city of Winnipeg, in the County of Selkirk, gentleman, make oath and say:

1. That I was personally present and did see the within instrument duly signed, sealed and executed by William H. Crowell, the party thereto.
2. That the said instrument was executed in the County of Souris River.
3. That I do not know the said party.
4. That I am a subscribing witness to the said instrument.

THOMAS NIXON.

Sworn before me at Winnipeg, in the }
County of Selkirk, this 5th day of }
August, in the year of our Lord 1889. }

W.M. BEAIRSTO,

A Commissioner for taking Affidavits, &c.

CANADIAN PACIFIC RAILWAY COMPANY, WESTERN DIVISION,
SOLICITOR'S OFFICE, WINNIPEG, MAN., 18th December, 1889.

(*Re* 153, Souris Branch.)

SIR,—I shall be obliged if you will inform me whether the patent has been issued for the south half of Section 5, Township 4, Range 26, west of the Principal Meridian, and if so, on what date and to whom.

I am, sir, your obedient servant,

J. A. M. AIKINS.

The Hon. the Minister of the Interior, Ottawa.

CANADIAN PACIFIC RAILWAY COMPANY—WESTERN DIVISION,
SOLICITOR'S OFFICE, WINNIPEG, MAN., 21st December, 1889.

(*Re* 228.)

SIR,—I shall be obliged if you will inform me whether the patent has yet issued for the north-west quarter of Section 12, Township 3, Range 22, west of the Principal Meridian, and if so, to whom and on what day. I shall also be obliged if you will say whether the 6'16 acres taken by the Manitoba South-Western Colonization Railway Company for right of way were excepted.

I am, sir, your obedient servant,

J. A. M. AIKINS.

The Hon. the Minister of the Interior, Ottawa.

CANADIAN PACIFIC RAILWAY COMPANY—WESTERN DIVISION,
SOLICITOR'S OFFICE, WINNIPEG, MAN., 21st December, 1889.

(*Re* 236.)

SIR,—I shall be obliged if you will inform me whether the patent has been issued for the north west quarter of Section 4, Township 3, Range 22, west of the principal Meridian, and if so, in whose favor and on what date it was issued. I

shall also be obliged if you will mention whether any portion of this quarter section has been excepted in the patent, it being crossed by the Manitoba South-Western Colonization Railway Company.

I am, sir, your obedient servant,

J. A. M. AIKINS.

The Hon. the Minister of the Interior, Ottawa.

DEPARTMENT OF THE INTERIOR,

OFFICE OF THE COMMISSIONER OF DOMINION LANDS.

WINNIPEG, MANITOBA, 24th December, 1889.

SIR,—I am directed to send you for consideration the enclosed copy of a letter and the original enclosures, which have been received at this office from Mr. J. A. Aikins, Barrister, of this city.

I have the honor to be, sir, your obedient servant,

R. A. RUTTAN, *Assistant Secretary.*

The Secretary Department of the Interior, Ottawa.

KNOW all men by these presents, that I, Charles David Batty, of the city of Winnipeg in the County of Selkirk, tailor, in consideration of \$12.60 paid to me by the Canadian Pacific Railway Company, the receipt whereof is hereby acknowledged, grant, bargain, sell and convey unto the said the Canadian Pacific Railway Company, their successors and assigns, all that tract or parcel of land described as follows:—Being composed of all that portion of the north-east quarter of Section 22, in Township 6 and Range 23, west of the Principal Meridian, in the Province of Manitoba, according to the Dominion Government survey, which lies between two lines parallel to and fifty feet distant on each side from the centre line of the the Souris branch of the Canadian Pacific Railway, as same is now located and constructed across said land and land adjoining the same, containing 2.52 acres, more or less.

To have and to hold the said land and premises unto the said company, their successors and assigns for ever.

Witness my hand and seal this eleventh day of December, one thousand eight hundred and eighty-nine.

CHARLES D. BATTY.

Signed, sealed and delivered }
in presence of }
A. WHEALLER. }

Manitoba, }
County of Selkirk, }

To Wit:

I, Anson Whealler, of the city of Winnipeg, in the County of Selkirk, law student, make oath and say:

1. That I was personally present and did see the within instrument and duplicate thereof duly signed, sealed and executed by Charles David Batty, one of the parties thereto.

2. That the said instrument and duplicate were executed at the said city of Winnipeg.

3. That I know the said party.

4. That I am a subscribing witness to the said instrument and duplicate.

A. WHEALLER.

Sworn before me at Winnipeg, in the }
County of Selkirk, this 12th day }
of December, in the year of our }
Lord 1889. }

R. W. DODGE,

A Commissioner for taking Affidavits, &c.

THE CANADIAN PACIFIC RAILWAY COMPANY, WESTERN DIVISION,
SOLICITOR'S OFFICE, WINNIPEG, MAN., 13th December, 1889.

DEAR SIR,—(*Re* 81 Souris)—Charles D. Batty has conveyed to the Canadian Pacific Railway Company by deed (a copy of which is enclosed) a portion of the N.E. $\frac{1}{4}$ of Section 21, Township 6, Range 23, west.

Will you please have this copy placed on record, so that if the purchase by Batty from the Crown is not completed the company may be protected?

Yours truly,

J. A. M. AIKINS.

H. H. SMITH, Esq., Dominion Lands Office, Winnipeg.

CANADIAN PACIFIC RAILWAY COMPANY, WESTERN DIVISION,
SOLICITOR'S OFFICE, WINNIPEG, MAN., 26th December, 1889.

SIR,—I beg to inform you that the following persons have conveyed a portion of the land put opposite their names to the Canadian Pacific Railway Company for right of way on the Souris Branch :—

William Fraser, the N W $\frac{1}{4}$ of Section 18, Township 9, Range 20, west of 1st Principal Meridian.

Archibald Fraser, the S. W. $\frac{1}{4}$ of Section 18, Township 9, Range 20, west of 1st Principal Meridian.

Thomas H. Hall, the N. W. $\frac{1}{4}$ of Section 14, Township 8, Range 21, west of 1st Principal Meridian.

W. T. Sweet, the S. W. $\frac{1}{4}$ of Section 2, Township 5, Range 25, west of 1st Principal Meridian.

In each case I enclose a copy of the deed or agreement given to the company. May I ask you to direct that these copies be placed on record, in order that the interests of the company may be protected when the patents are issued?

I am, sir, your obedient servant,

J. A. M. AIKINS.

The Honorable the Minister of the Interior, Ottawa.

RIGHT OF WAY, &c.

THE CANADIAN PACIFIC RAILWAY COMPANY.

Know all men by these presents, that I, William Fraser, of the County of Brandon, Province of Manitoba, hereby agree to sell and convey, by good and sufficient deed, free from encumbrance, to the Canadian Pacific Railway Company, their successors and assigns, for the purposes of the Canadian Pacific Railway, proposed to be constructed, all right, title and interest in and to all the land required by the said company for the right of way, also for station or for any other railway purposes, on and upon north-west $\frac{1}{4}$ Section 18, Township 9, Range 20, in County of Brandon, at and for the sum of \$2.50 per acre, of lawful money of Canada, payable on completion and acceptance of the title by the Canadian Pacific Railway Company.

Witness my hand and seal this 13th day of August, A. D. 1889.

WILLIAM FRASER.

Signed and sealed in the presence of }
THOMAS NIXON.

Manitoba, }
County of Selkirk, }
To Wit:

I, Thomas Nixon, of the city of Winnipeg, in the County of Selkirk, Esquire, make oath and say:

1. That I was personally present and did see the within instrument thereof duly signed, sealed and executed by William Fraser, one of the parties thereto.

2. That the said instrument was executed in the County of Brandon.
3. That I know the said party.
4. That I am a subscribing witness to the said instrument and duplicate.

THOMAS NIXON.

Sworn before me at Winnipeg, in the
County of Selkirk, this 4th day
of September, in the year of our
Lord 1889.

W. H. WILSON,

A Commissioner for taking Affidavits.

RIGHT OF WAY, &c.

THE CANADIAN PACIFIC RAILWAY COMPANY.

Know all men by these presents, that I, Archibald Fraser, of the County of Brandon, Province of Manitoba, hereby agree to sell and convey, by good and sufficient deed, free from encumbrance, to the Canadian Pacific Railway Company, their successors and assigns, for the purposes of the Canadian Pacific Railway proposed to be constructed, all right, title and interest in and to all the land required by the said company for the right of way, also for station or for any other railway purposes, on and upon south-west $\frac{1}{4}$ of Section 18, Township 9, Range 20, in the County of Brandon, at and for the sum of \$2.50 per acre of lawful money of Canada, payable on completion and acceptance of the title by the Canadian Pacific Railway Company.

Witness my hand and seal this thirteenth day of August, A. D. 1889.

ARCHIBALD FRASER.

Signed and sealed in presence of }
THOMAS NIXON. }

Manitoba, }
County of Selkirk, }
To Wit: }

I, Thomas Nixon, of the city of Winnipeg, in the County of Selkirk, Esquire, make oath and say:

1. That I was personally present and did see the within instrument thereof duly signed, sealed and executed by Archibald Fraser, one of the parties thereto.
2. That the said instrument was executed in the County of Brandon.
3. That I know the said party.
4. That I am a subscribing witness to the said instrument.

THOMAS NIXON.

Sworn before me at Winnipeg, in the
County of Selkirk, this 4th day
of September, in the year of our
Lord 1889.

W. H. CULVER,

A Commissioner for taking Affidavits.

Know all men by these presents, that I, Thomas Hewitson Hall, of the County of Brandon, in the Province of Manitoba, farmer, in consideration of \$10 paid to me by the Canadian Pacific Railway Company, the receipt whereof is hereby acknowledged, grant, bargain, sell and convey unto the said the Canadian Pacific Railway Company, their successors and assigns, all that tract or parcel of land described as follows: Being composed of all that portion of the North-West $\frac{1}{4}$ of Section 14, in Township 8, and Range 21 west of the Principal Meridian, in the Province of Manitoba, which lies between two lines parallel to and fifty feet distant on each side from the centre line of the Souris branch of the Canadian Pacific Railway, as the same is now staked

out and located across said land and land adjoining the same, containing 2.03 of an acre, more or less.

To have and to hold the said land and premises unto the said company their successors and assigns for ever.

Witness my hand and seal this thirteenth day of August, one thousand eight hundred and eighty nine.

T. H. HALL.

Signed, sealed and delivered }
in presence of }
F. VERSCHOYLE YOUNG. }

Manitoba, }
County of Brandon, }
To Wit: }

I, Francis Verschoyle Young, of the village of Souris, in the County of Brandon, farmer, make oath and say :

1. That I was personally present and did see the within instrument and duplicate thereof duly signed, sealed and executed by Thomas Hewitson Hall, the party thereto.

2. That the said instrument and duplicate were executed in the County of Brandon, in the Province of Manitoba.

3. That I know the said party.

4. That I am a subscribing witness to the said instrument and duplicate.

F. VERSCHOYLE YOUNG.

Sworn before me at Brandon, in the }
County of Brandon, this six- }
teenth day of August, in the }
year of our Lord 1889. }

THOMAS NIXON, J. P.

KNOW all men by these presents, that I, William Judson Sweet, of the County of Souris River, in the Province of Manitoba, farmer, in consideration of one dollar paid to me by the Canadian Pacific Railway Company, the receipt whereof is hereby acknowledged, grant, bargain, sell and convey unto the said the Canadian Pacific Railway Company, their successors and assigns, all that tract or parcel of land described as follows:—Being composed of all that portion of the south-west quarter of Section 2, in Township 5, and Range 25, west of the Principal Meridian, in the Province of Manitoba, which lies between two lines parallel to and 50 feet distant on each side from the centre line of the Souris branch of the Canadian Pacific Railway, as same is now staked out and located across said land and land adjoining the same, containing 5.95 acres, more or less.

To have and to hold the said land and premises unto the said company, their successors and assigns for ever.

Witness my hand and seal this thirtieth day of July, one thousand eight hundred and eighty-nine.

WILLIAM J. SWEET.

Signed, sealed and delivered }
in presence of }
THOMAS NIXON. }

Manitoba, }
County of Selkirk }
To Wit: }

I, Thomas Nixon, of the city of Winnipeg, in the County of Selkirk, gentleman, make oath and say :

1. That I was personally present, and did see the within instrument and duplicate thereof signed, sealed and executed by William Judson Sweet, the party thereto.

2. That the said instrument and duplicate were executed at the County of Souris River.

3. That I do not know said party.

4. That I am a subscribing witness to the said instrument and duplicate.

THOMAS NIXON.

Sworn before me at Winnipeg, in the
County of Selkirk, this fifth day
of August in the year of Our
Lord 1889.

WM. BEAIRSTO.

A Commissioner for taking affidavits, &c.

DEPARTMENT OF THE INTERIOR,

OFFICE OF THE COMMISSIONER OF DOMINION LANDS,

WINNIPEG, MANITOBA, 2nd January, 1890.

SIR,—Referring to this office letter of the 17th ultimo, No. 155935 on 172426, enclosing copy of one from Mr. J. A. M. Aikins, barrister, of this city, I beg to send you the enclosed copy of a further letter from Mr. Aikins, correcting the description of the land conveyed by E. A. Wright to the Canadian Pacific Railway Company.

I have the honor to be, sir, your obedient servant,

R. A. RUTTAN, *Assistant Secretary.*

The Secretary, Department of the Interior, Ottawa.

CANADIAN PACIFIC RAILWAY COMPANY, WESTERN DIVISION,

SOLICITOR'S OFFICE, WINNIPEG, 16th December, 1889.

(*Re 126 Souris Branch.*)

DEAR SIR,—I find that in my letter of the 10th instant, I gave a wrong description of the land conveyed by E. A. Wright to the Canadian Pacific Railway Company. It should be a portion of the south west $\frac{1}{4}$ of Section 34, Township 4, Range 25, west of the Principal Meridian; not of the north-west $\frac{1}{4}$. Will you please have this error corrected? Possibly the error appeared also in the copy of the deed sent to you.

Yours truly,

J. A. M. AIKINS.

H. H. SMITH, Esq., Commissioner of Dominion Lands, Winnipeg.

CANADIAN PACIFIC RAILWAY COMPANY, WESTERN DIVISION,

SOLICITOR'S OFFICE, WINNIPEG, 14th January, 1890.

(*Re 120 Souris Branch.*)

SIR,—I am informed by the agent of Dominion lands at Deloraine, that the entry for the north east $\frac{1}{4}$ of Section 2, Township 5, Range 25, west of the 1st Principal Meridian, was cancelled on the 2nd instant.

When the land is entered for again and when the patent is issued, may I ask that the right of way of the Souris branch of the Canadian Pacific Railway (which crosses the land) may be excepted, and a patent for the right of way issued to the company?

I am, sir, your obedient servant,

J. A. M. AIKINS.

The Honorable the Minister of the Interior, Ottawa.

PART V.

TIMBER AND TIES.

SIR,—I have the honor to state that I have this day received from the Canadian Pacific Railway Company the sum of \$834.85 on account of Crown dues on ties and cordwood. This sum I have deposited to credit of the Receiver General in Bank of British Columbia, Voucher No. 82, and have the honor to remain

Your obedient servant,

T. S. HIGGINSON, *Crown Timber Agent.*

The Secretary, Department of the Interior, Ottawa.

CANADIAN PACIFIC RAILWAY COMPANY, PACIFIC DIVISION.
OFFICE OF THE GENERAL SUPERINTENDENT, VANCOUVER, B.C., 17th Dec., 1888.

DEAR SIR,—A voucher in your favor for \$834.85 has been approved for payment in settlement of Government dues on ties and cordwood as per enclosed statement:

Amount retained from contractors on agreements by which dues were to be paid by them.....	\$229 62
Amount dues from company for wood and ties delivered on agreements by which dues were to be paid by the company.....	805 21
LESS	\$1,034 83
Amount paid you in error on 23rd April (probably a month late on account of cordwood delivered by Levesque and Collins, delivered and cut on Revelstoke Townsite).....	116 75
LESS	\$918 08
Amount paid you by Local Treasurer some time in August last, being a part of voucher in favor of Levesque & Collins per wood taken off Revelstoke Townsite.....	83 23
	\$834 85

Yours truly,

J. D. TOWNLEY, *A. S. G.*

T. S. HIGGINSON, Esq., Dominion Crown Timber Agent, New Westminster.

This \$83.23 was paid you on the 7th July, 1888, and was for wood on which there should be no dues on account grant to company of the land. J. D. T.

CROWN DUES payable to T. S. Higginson, C. T. A.

CONTRACTS		
On which contractors pay dues, &c., and amounts which have been deducted from their vouchers :—		\$ cts.
Contract 207, W. F. Oliver, contractor—Voucher 58 ^c , 500 ties, Marnoch, at 3c.		15 00
do 208, Jas. Irving, contractor—Voucher 64 ^b , 503 ties, Hammond to Marnoch, at 3c.		15 09
do 210, Wah Chong, contractor—Voucher 39 ^a , 1,361 ties, Hastings; voucher 51 ⁷ , 1,302 = 2,663 ties, at 3c.		79 89
do 214, Eugène Albee, contractor—Voucher 37 ^a , 3,600 ties, False Creek, at 3c.		108 00
do 220, John Boland, contractor—Voucher 56 ^a , 388 ties, 2½ miles east of North Bend. . .		11 64
		229 62
RECAPITULATION.		
Company's dues payable.		805 21
Dues collected from contractors.		229 62
		1,034 83
CONTRA—Dues paid as collected from Levesque & Collins, Contract 196 (paid by Voucher 5 ^a)		116 75
		918 08
LESS—To amount paid by local treasurer, on account of Levesque & Collins, by error.		83 23
		834 85
CONTRACTS ON WHICH COMPANY PAY DUES.		
Contract 178, Joe Ah Wong, contractor—Voucher 41 ^a , 2,029 ties, North Bend to Yale; voucher 74 ^b , 489 = 2,518 ties, at 3c.		75 54
Contract 180, Kwongon Wo & Co., contractors—Voucher 62 ^a , 426 ties; voucher 66 ^a , 575 ties. Keefer's to Yale; voucher 71 ^b , 399 ties; voucher 62 ⁷ , 1,077 = 2,477 ties, at 3c.		74 31
Contract 187, Ah Loy & Co., contractors—Voucher 71 ⁷ , 2,041 cords, Sicamous to Five-Mile Notch Hill, at 25c.		510 25
Contract 189, Jim Bow, contractor—Voucher 63 ⁷ , 3,187 ties, North Bend to Cisco, at 3c.		95 61
do 199, Kwongon Wo & Co., contractors—Voucher 69 ⁷ , 90 cords, Sicamous to Revelstoke, at 25c.		22 50
do 201, Kwongon Wo & Co., contractors—Voucher 78 ⁷ , 108 cords, Yale to Cisco, at 25c.		27 00
		805 21

NEW WESTMINSTER, 6th March, 1889.

SIR,—I have the honor to acknowledge receipt of your letter of the 20th ultimo (Letter No. 2, Ref No. 142313 T. & M.) in reference to the sum of \$136.75 paid by the Canadian Pacific Railroad Company on the 30th November last. I now have the honor to enclose correspondence between that company and myself, which will fully explain the matter.

I have the honor to remain your obedient servant,

T. S. HIGGINSON, C. T. A.

The Secretary, Department of the Interior, Ottawa.

NEW WESTMINSTER, 15th October 1888.

MY DEAR TOWNLEY,—In personally examining into the matter of wood and ties cut by Joy Lung Kee & Company at the junction of the Westminster branch of the Canadian Pacific Railway with the main line, I find that 672 cords of wood have been cut on Dominion lands as follows:—

March, 1888.....	117
April, 1888	179

Cords.

	Cords.
May, 1888	222
June, 1888	154

672 at 25cts. \$168 00

I also find that in your returns rendered on 8th September last, 1,041 ties were included, which were cut on private lands and therefore exempt from dues. This amount please deduct from the amount for wood.

1,041 ties at 3cts.....	31 25
	\$136 75

This therefore is the amount you will require to charge to this firm of Joy Lung Kee & Co.

I am yours,

T. S. HIGGINSON, C. T. A.

J. D. TOWNLEY, Esq., Assistant to H. Abbott, Esq.,
General Superintendent, Canadian Pacific Railway, Vancouver, B. C.

VANCOUVER, 20th October, 1888.

DEAR SIR,—I have to-day passed a special voucher in your favor for \$136.25, amount retained from Joy Lung Kee & Co., in accordance with your letter of the 15th inst.

Yours truly,

J. D. TOWNLEY, *Assist. G. S.*

T. S. HIGGINSON, Dominion Crown Timber Agent, New Westminster.

CANADIAN PACIFIC RAILWAY COMPANY, PACIFIC DIVISION,
LOCAL TREASURER'S OFFICE, VANCOUVER, 28th November, 1888.

DEAR SIR,—Enclosed I beg to hand you cheque for \$136.75 in payment of within form of receipt.

Yours truly,

W. F. SALSBURY, *Local Treasurer.*

T. S. HIGGINSON, Esq., Crown Timber Agent, New Westminster, B. C.

NEW WESTMINSTER, 4th April, 1889.

SIR,—I have the honor to acknowledge the receipt of your letter of the 22nd ultimo, reference No. 142313 T. & M., and in compliance therewith now enclose statement on proper form of wood and ties cut by the Canadian Pacific Railway Company in February, 1889, and have the honor to remain,

Your obedient servant,

T. S. HIGGINSON, *Crown Timber Agent.*

The Secretary, Department Interior, Ottawa,

STATEMENT of seizures made by T. S. Higginson, Crown Timber Agent and Inspector for British Columbia, 7th February, 1889:

Ref. No.	Date of seizure.	Claimant and address.	Place of cutting.	Kind of timber.	Amount of dues collected.
53	1889, Feb. 7.	Canadian Pacific Ry. Co.	At intervals all the way from Donald to Port Moody.	Douglas fir, hemlock, spruce.	\$834 85

Amount collected and deposited on the 7th February, 1889, in the Bank of British Columbia, bank voucher No. 82.

T. S. HIGGINSON, C.T.A.

THE CANADIAN PACIFIC RAILWAY COMPANY, PACIFIC DIVISION,
OFFICE OF THE GENERAL SUPERINTENDENT, VANCOUVER, B.C. 6th May, 1889.

DEAR SIR,—I beg to enclose you detailed statement of cordwood and ties received by the company since last settlement up to date.

Voucher on this account has been passed in your favor for \$2,625.41 this date.

Yours truly,

J. D. TOWNLEY, *Assist. to G. S.*

T. S. HIGGINSON, Esq., Dominion Crown Timber Agent, New Westminster.

CROWN dues payable to Crown Timber Agent.

CONTRACTS ON WHICH THE CANADIAN PACIFIC RAILWAY CO. PAY DUES.		\$ cts.	\$ cts.
Contract 242. . . .	Kwong on Wo. & Co.—Cisco to North Bend— Delivered in January, 239 cords at 25 cents.	59 75	
	do February, 154 do	38 50	
	do March, 542 do	135 50	
			233 75
do 243	Kwong on Wo. & Co.—Sicamous to Shuswap— Delivered in December, 1888, 1,210 cords at 25 cents.	302 50	
	do January, 1889, 220 do	55 00	
	do February 11, 1889, 541 do	135 25	
	do October, 1888, 82 do	20 50	
			513 25
do 255. . . .	Tong Hi & Co.—Lytton to Spencer Bridge— Delivered in March, 1889, 129 cords at 25 cents.	32 25	
do 273. . . .	Kwong on Wo & Co.—Shuswap to Sicamous— Delivered in March, 1889, 788 cords at 25 cents.	197 00	
		976 25	197 00
			976 25
CONTRACTS ON WHICH THE RESPECTIVE CONTRACTORS PAY DUES AND WHICH HAVE BEEN DEDUCTED FROM THEIR VOUCHERS.			
Contract 245. . . .	Kwong on Wo. & Co.—Notch Hill— Delivered in December, 1888, 1,108 ties	33 24	
	do January, 1889, 17,019 do	510 57	
	do February, 1889, 11,501 do	345 03	
	do March, 1889, 4,708 do	141 24	1,030 08
do 261. . . .	Peter Genelle.—Notch Hill— Delivered in January, 1889, 17,913 ties.	537 39	
	do February, 1889, 7,087 do	212 61	750 00
		1,780 08	1,780 08
RECAPITULATION.			
	Total dues for which Company are liable.	976 25	
	do Contractors are liable.	1,780 08	
			2,756 33
	LESS—Kwong on Wo & Co., balance of \$41.79, for particulars, see Voucher 35, 2, 89, in favor T. S. Higginson.	23 32	
	Kwong on Wo & Co., dues refunded on 242 cords and 1,570 ties at Spuzzum, refer Voucher 4, 3, 89, in favor of Kwong on Wo & Co.	107 60	
			130 92
	Voucher 30-4-'89, for \$2,625.41, in favor of T. S. Higginson, Crown Timber Agent, passed on the 4th May, 1889.		2,625 41

THE CANADIAN PACIFIC RAILWAY COMPANY, PACIFIC DIVISION.
OFFICE OF THE GENERAL SUPERINTENDENT,
VANCOUVER, B. C., 28th May, 1889.

SIR,—I beg, on behalf of this company, to apply for a limit of ten square miles, at Notch Hill, for the purpose of taking from it ties and timber required for the railway.

I propose to have a survey made of this limit shortly, which will be submitted to your department.

I have the honor to be, sir, your obedient servant,

H. ABBOTT, *General Superintendent.*

T. S. HIGGINSON, Esq., Crown Timber Agent, New Westminster, B. C.

June 25, 1889.

SIR,—I have the honor to inform you that in compliance with your letter of the 14th ultimo, 142313 T. & M., I have issued annual permit to each of the superintendents of the Canadian Pacific Railway Company, to cut wood, ties, &c., upon vacant Dominion lands in this Province.

And have the honor to remain your obedient servant,

T. S. HIGGINSON, *Crown Timber Agent.*

(Dated 24th June, 1889, expires 31st May, 1890.)

The Secretary of the Department of the Interior, Ottawa.

THE CANADIAN PACIFIC RAILWAY COMPANY—PACIFIC DIVISION.
OFFICE OF THE GENERAL SUPERINTENDENT,
VANCOUVER, B. C., 25th September, 1889.

DEAR SIR,—I beg to advise having to-day passed a voucher in your favor for \$6,115.65 for Crown dues on cordwood and ties received by this company, due the Government since last voucher, as per statement enclosed. The amount of this voucher will be paid you in due course, by the local treasurer.

Yours truly,

H. ABBOTT, *General Superintendent.*

T. S. HIGGINSON, Esq., Crown Timber Agent, New Westminster.

STATEMENT of cordwood and railway ties received by the Canadian Pacific Railway to date upon which Crown dues are payable and which have been vouchered for payment this 24th day of September, 1889, voucher 9-7 \$6,115.65.

Railway Ties.

	Ties.
Lawrence Hudson, Mission.....	972
Peter Genelle, Notch Hill.....	5,000
No Kee & Co, Cisco to North Bend.....	855
Geo. H. Anthony, Mission.....	487
Thos. Chesler do	100
Fred Hughes do	2,822
James Fosler do	504
Peter Fink, N. Bend.....	472
Hudson Bay Co., Yale and Agassiz.....	6,996
Kwong on Wo, Notch Hill.....	21,752
Hudson Bay Co., Hope	713

Total..... 40,673 @ 3c. \$1,220 19

Cordwood.

	Cords.	
Hudson Bay Co., Yale and Hope.....	1,965 ⁸⁴ / ₁₀₀	
Kwong on Wo Co., Shuswap and Sicamous.....	3,507	
Kwong on Wo Co., Albert Cañon, etc.....	3,115	
do Cisco to North Bend	470	
do Lytton to North Bend	556	
do Shuswap and Tappen	1,684	
do Tappen and Albert Cañon	205	
Geo. Aylett, Salmon Arm.....	198	
Tong He & Co., Lytton and Spencer's Bridge.....	893	
A. L. Howson, Spuzzum.....	294	
Stores Dept. Rolls, Kamloops to Moody.	6,694	
Total.....	19,581⁸⁴/₁₀₀	@ 25c. 4,895 46
		\$6,115 65

J. D. TOWNLEY, *Gen. Supt. Asst.*

VANCOUVER, 24th September, 1889.

CANADIAN PACIFIC RAILWAY COMPANY, WINNIPEG, 19th October, 1889.

DEAR SIR,—Referring to my message of this date I herewith enclose statement of piles, cordwood and ties taken out in your district since 1889 up to date. Will you please check the same and advise me if the returns are satisfactory, and upon hearing from you I will issue the voucher at the following rates, which I presume are correct: ties 3 cents apiece; cordwood 25 cents per cord and piles $\frac{1}{2}$ cent per lineal foot.

Yours truly,

L. O. GENEST, *Assist. Storekeeper.*

T. S. HIGGINSON, Esq., Crown Timber Agent, New Westminster, B C.

STATEMENT of Piles, west of Stephen, accepted by the Canadian Pacific Railway Company, Season of 1889.

Contractor.	Crown Dues. By Whom Paid.	Location.	No.	Piles Received.	
				Length.	Lineal Feet.
M. Carlin.....	C. P. R. Co.....	Moberly.....	45	25	1,125
do	do	do	85	30	2,550
do	do	do	126	35	4,410
do	do	do	20	40	800
			276	.....	8,885

NOTE.—1,030 of these ties cut on F. Robinson's Limit, and included in his (F. R.'s) returns; the voucher will, therefore, show, \$30.90 less.

Correct.

L. O. GENEST, *Assistant Storekeeper.*

T. S. HIGGINSON, Esq., Crown Timber Agent, New Westminster, B.C.

STATEMENT of Ties, west of Stephen, accepted by the Canadian Pacific Railway Company, Season of 1889.

Contractors.	Crown Dues. By Whom Paid.	Location.	No. of Ties.	No. of Culls.	Sub-Contractors or Foremen.
M. Carlin	C. P. Ry. Co.	3 miles west of Hector	4,920	11	Bennett & Good.
do	do	5 miles east of Field	944	5	do
do	do	do	2,041	19	C. W. Bubar.
do	do	Field	11,635	225	do
do	do	do	2,300	.....	Jeffrey Bros.
do	do	do	3,812	54	M. Carlin.
do	do	3 miles west of Ottertail	1,327	1	do
do	do	Leancoil	303	18	do
do	do	3 miles east of Moberly	8,807	478	Good & Knowles.
do	do	Moberly	11,768	500	Barr & Dolan.
do	do	do	5,797	44	C. W. Bubar.
do	do	1/2 mile west of Moberly	39,035	898	do
do	do	3 miles east of Donald	17,016	1,528	T. Kirkpatrick.
Jeffrey Bros.	do	Field	10,251	.....	J. Brewer.
do	do	do	5,081	.....	D. J. Jeffrey.
do	do	Leancoil	24,635	.....	do
			149,672	3,781	

Correct.

L. O. GENEST, Assistant Storekeeper.

T. S. HIGGINSON, Esq., Crown Timber Agent, New Westminster, B.C.

STATEMENT of Cordwood, west of Stephen, taken out by the Canadian Pacific Railway Company, from 7th September, 1888, to 30th September, 1889.

Taken Out By	Crown Dues. By Whom Paid.	Location.	No. of Cords.
Canadian Pacific Ry. Co.	C. P. Ry. Co.	Between Field and Palliser	3,706½

T. S. HIGGINSON, Esq., Crown Timber Agent, New Westminster, B.C.

CANADIAN PACIFIC RAILWAY COMPANY, 19th November, 1889.

T. S. HIGGINSON, Esq., Crown Timber Agent, New Westminster, B.C.

DEAR SIR,—Herewith please find statements of ties, piles and cordwood taken out for this Company, in your district, season 1888 and 1889, for which vouchers have been issued.

Sincerely yours,

L. O. GENEST, Assistant Storekeeper.

6th January, 1890, wrote Treasurer Canadian Pacific Railway, Montreal, asking if voucher had been issued. 10th. Received answer, It had not. 10th. Wired W. Whyte, Superintendent Canadian Pacific Railway, Winnipeg, that if voucher had not been issued to do so at once as Department wanted to know where the funds were.

T. S. H.

STATEMENT of Ties, west of Stephen, accepted by the Canadian Pacific Railway Company—Season 1889.

Contractors.	Crown dues, by Whom Paid.	Location.	Number of Ties.	Number of Culls.	Sub-Contractor or Foreman.	Dues per Tie or Cull.	Amount.
M. Carlin..	C. P. Ry. Co.	3 miles west of Hector..	4,920	11	Bennett & Good	3 c.	\$ cts. 147 93
do ..	do ..	5 miles east of Field....	944	5	do	do	28 47
do ..	do ..	do ..	2,041	19	C. W. Bubar	do	61 80
do ..	do ..	Field	11,635	225	do	do	355 80
do ..	do ..	do	2,300	.....	Jeffrey Bros.	do	69 00
do ..	do ..	do ..	3,812	54	M. Carlin	do	115 98
do ..	do ..	3 miles west of Ottetail.	1,327	1	do	do	39 84
do ..	do ..	Leancoil.....	303	18	do	do	9 63
do ..	do ..	3 miles east of Moberly.	8,807	478	Good & Knowles.	do	278 55
do ..	do ..	Moberly	11,768	500	Barr & Dolan.....	do	368 04
do ..	do ..	do ..	5,797	44	C. W. Bubar	do	175 22
do ..	do ..	3 mile west of Moberly.	39,035	898	do	do	1,197 99
do ..	do ..	3 miles east of Donald..	17,016	1,528	T. Kirkpatrick.....	do	556 32
Jeffrey Bros.	do ..	Field	10,251	.....	J. Brown	do	307 53
do ..	do ..	do ..	5,081	.....	D. J. Jeffrey.....	do	152 43
do ..	do ..	Leancoil.....	24,635	.....	do	do	739 05
Totals			149,672	3,781	.....		4,603 59

NOTE.—Dues on 1,030 of these ties, at 3 cents each, \$30.90, paid to Crown Timber Agent, by Fred. Robinson.

Correct.

L. O. GENEST, *Assistant Storekeeper.*

T. S. HIGGINSON, Esq., Crown Timber Agent, New Westminster, B.C.

STATEMENT of Cordwood, west of Stephen, taken out by the Canadian Pacific Railway Company, from 7th September, 1888, to 30th September, 1889.

Taken out by	Crown Dues, by Whom Paid.	Location.	Number of Cords.	Dues per Cord.	Amount.
C. P. Railway Co. . . .	C. P. Railway Co.	Between Field and Palliser.	3,706½	25c.	\$ cts. 926 66
Totals .....	.....	.....	3,706½	.....	926 66

Correct.

L. O. GENEST, *Assistant Storekeeper.*

T. S. HIGGINSON, Esq., Crown Timber Agent, New Westminster, B.C.

STATEMENT of Piles, West of Stephen, accepted by the Canadian Pacific Railway Company—Season 1889.

Contractor.	Crown Dues, by Whom Paid.	Location.	Piles Accepted.			Dues. — Per foot.	Amount.
			No.	Length.	Lin. feet.		
M. Carlin	C. P. Railway Co.	Moberly	45	25	1,125	1/2	\$ 5 63
do	do do	do	85	30	2,550	1/2	12 75
do	do do	do	126	35	4,410	1/2	22 05
do	do do	do	20	40	800	1/2	4 00
			276	.....	8,885	.....	44 43

Correct.

L. O. GENEST, Assistant Storekeeper.

T. S. HIGGINSON, Esq., Crown Timber Agent, New Westminster, B.C.

[Telegram.]

OTTAWA, 14th Nov., 1889.

W. WRYTE, General Superintendent C. P. R., Winnipeg.

Higginson instructed to issue permit to your company limits 14 and 15, Columbia River.

A. M. BURGESS,
Per G. U. R.

Charge Interior.

Sent 14th November, 1889, 3 p. m.

J. R. D.

RETURN

(33E)

To an ORDER of the HOUSE OF COMMONS, dated the 23rd January, 1890 :—For a Return showing, by years, the cost of printing the Ordinances and other official papers and publications in the French language from the time of the passage of the North-West Territories Act of 1877.

2. The number of copies of the Ordinances from time to time printed in said language.

3. The number distributed and the number remaining in stock.

By order.

J. A. CHAPLEAU,

Secretary of State

OTTAWA, 20th February, 1890.

STATEMENT showing Cost of Printing Ordinances, &c., in French, in the North-West Territories from 1877, to 31st December, 1889:—

Year.	Description.	Amount.		Total for Each Year.	
		\$	cts.	\$	cts.
1877....	200 copies Journals of North-West Council.....				31 00
1878....	Ordinances.....	213	86		266 86
	200 copies Journals of North-West Council.....	53	00		
1879....	1,506 copies Marriage Ordinances.....	19	38		260 52
	Ordinances.....	201	14		
	Journals of North-West Council.....	40	00		
1880....	500 copies Fire Ordinances.....	5	50		77 20
	Proclamation respecting Thanksgiving.....	4	00		
	100 proclamations defining districts.....	7	50		
	100 do re Lorne elections.....	25	00		
	20 Information to Electors.....	3	00		
	10 Election Notices, &c.....	6	00		
	Regulation respecting aid to school.....	17	20		
	100 school registers.....	9	00		
1881....	Ordinances.....	396	00		440 00
	200 copies Journals of North-West Council.....	44	00		
1883....	Ordinances.....	300	00		445 00
	200 copies Municipal Ordinances.....	50	00		
	Official Gazette.....	5	00		
	200 copies Journals of North-West Council.....	90	00		
1884....	Ordinances.....	323	00		538 87
	Journals of North-West Council.....	123	00		
	Official Gazette.....	92	87		
1885....	Ordinances.....	463	15		800 73
	200 copies Journals of North-West Council.....	100	00		
	Official Gazette.....	237	58		
1886....	Ordinances.....	278	00		616 70
	200 copies Journals of North-West Council.....	149	00		
	Official Gazette.....	189	70		
1887....	Ordinances.....	212	00		1,106 33
	Journals of North-West Council.....	143	00		
	Official Gazette.....	332	35		
	150 copies proposed Bill re Schools.....	224	48		
	300 do School Ordinances, 1887.....	194	50		
1888....	Official Gazette.....	310	55		328 55
	150 copies Lieutenant-Governor's speech.....	18	00		
1889....	Official Gazette.....	360	05		455 09
	500 copies of Regulations of Board of Education.....	95	04		
					5,366 85

NUMBER of Copies of the Ordinances from time to time printed in the French language:—

Year.	Description.	No. of Copies.
1878....	Ordinances	200
1879....	do	200
1881....	do	300
1883....	do	500
1884....	do	200
1885....	do	500
1886....	do	200
1887....	do	200

DISTRIBUTION OF ORDINANCES.

Year.	Remarks.
1878.... } 1879.... } 1881.... }	Practically all distributed.
1883.....	126 distributed ; 374 on hand.
1884.... } 1885.... } 1886.... } 1887.... }	These Ordinances were ordered to be translated into French and printed in 1887, and were not delivered until the session of the Assembly in 1888, when all the Ordinances were revised. There has been no demand for them, and their circulation then would have been misleading.

R. B. GORDON,
Secretary to Lieut.-Governor N.W.T.

REGINA, 13th February, 1890.

RETURN.

(35.)

CERTIFIED COPY of a Report of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 17th August, 1889, on the subject of the Copyright Act of last Session, together with correspondence and other papers referring to the same subject.

MAY 17th, 1889.

SIR,—I have the honor to send you herewith a summary of the Acts passed at the last Session of the Parliament of Canada, with the exception of the Act in relation to copyright which the Minister of Justice will report upon specially to His Excellency in Council in the course of a few days. A special report has already been made in regard to the Extradition Act, which report will, no doubt, shortly be submitted to His Excellency.

Yours obediently,
ROBT. SEDGEWICK,
Deputy Minister of Justice.

Capt. the Hon. C. R. COLVILLE,
Military Secretary, Government House.

Lord Knutsford to Lord Stanley of Preston.

DOWNING STREET, 20th August, 1889.

MY LORD,—I have the honor to transmit to you, for the information of Your Lordship's Government, copies of a letter signed on behalf of the Copyright Association and the Musical Copyright Association, and of the reply which has been returned to it respecting the Canadian Copyright Act of 1889.

I have, &c.,
KNUTSFORD.

Governor General the Right Hon. Lord Stanley of Preston.

To The Right Honorable Lord Knutsford, K.G., C.B., Her Majesty's Principal Secretary of State for the Colonies and British Dependencies.

MY LORD,—We the undersigned representing the Copyright Association and the Musical Copyright Association, respectfully draw your Lordship's attention to "The New Canadian Copyright Act of 1889," and beg to point out that it is so highly injurious to all British Copyright owners, except those resident in the Dominion of Canada, that we are constrained to ask you to advise Her Majesty to withhold from it Her Majesty's royal assent and sanction.

Section 1, repealing section 5 of the Canadian Copyright Act of 1875, substitutes therefor a section requiring as a condition of retaining copyright therein in Canada, the registration on publication, and also the reprinting and republication in Canada within one month of original publication of all British copyright works and works entitled to copyright under the Berne Convention.

Section 2 repeals section 6 of the said Act of 1875, and enacts that, if the above conditions are not complied with, a "licensed edition" may be published by any one giving security to pay the Canadian Government, for the copyright owner, 10 per cent. on the retail price of all copies issued, but the Canadian Government is not to be responsible to the copyright owner for its collection.

Section 6 provides that, whenever a licensed edition is published, the Canadian Government may prohibit the introduction into Canada of copies of the author's original edition.

We need hardly point out to your Lordship that such legislation is *ultra vires*; but as confirming this view we venture to quote the following opinions given to the Copyright Association by Lord Selborne and Lord Herschell.

OPINION.

In consequence of some publishers in Toronto having issued an unauthorized reprint of "Ginx' Baby," and of the newspapers in Canada claiming for their publishers the right of reprinting English copyright works under the Dominion Act of 1867, and the Canadian Copyright Act of 1868, a case was submitted to Sir Roundell Palmer, Q.C., and Mr. Farrer Herschell, Q.C., and their opinion asked on the following points:

1. Whether the Imperial Copyright Act of 1842 (5 and 6 Vic., cap. 45) is still in force in its integrity and still runs in Canada, notwithstanding the Dominion Act of 1867 (30 Vic., cap. 3), and the Canadian Copyright Act of 1868 (31 Vic., cap. 54), especially having regard to the Imperial Act of 28 and 29 Vic., cap. 63, as to colonial legislation?

2. In the event of the above-mentioned Act of 1842 being in force, what course should be adopted to rectify the existing apparent anomalies consequent on the Canadian Act of 1868 (31 Vic., cap. 54), and to protect the interests of British authors and publishers?

3. How is the exclusive legislative authority given by section 91 of the Dominion Act (30 Vic., cap. 3), to be construed generally in reference to Imperial Acts?

4. If the above Canadian Act be valid and override the Imperial Act, what protection have British authors in respect of reprinting and importation into the United Kingdom of works printed and published in Canada under its provisions, either with or without their consent?

5. Whether books first published in the United Kingdom are entitled to the benefits of the Canadian Copyright Act, 1868 (31 Vic., cap. 54), if duly entered, reprinted or republished in Canada?

Sir Roundell Palmer, Q.C., and Mr. Herschell, Q.C., gave the following reply:—

We are of opinion that the Imperial Copyright Act, 5 and 6 Vic., cap. 45, is still in force in its integrity throughout the British Dominions, in so far as it prohibits the printing in any part of such dominions a book in which there is subsisting copyright under that Act, without the consent of the proprietor. It is abundantly clear that the provision in the Act of the Imperial Legislature (30 Vic., cap. 3), by which the Dominion of Canada was constituted, declaring that the exclusive legislative authority of the Dominion Parliament extends (amongst other things) to copyrights, has reference only to the exclusive jurisdiction in Canada of the Dominion Legislature as distinguished from the Legislatures of the Provinces of which it is composed, and the recent Copyright Act of the Canadian Legislature (30 Vic., cap. 34) was in substance no more than a re-enactment for the whole Dominion of provisions which had previously been in force in one, at least, of the Provinces by the enactments of its Legislature. It gave a copyright throughout Canada to works published in any part of the Dominion, but in our opinion it was not competent to and did not affect the protection against piracy afforded by the Imperial Act throughout the whole British dominions in respect of works published in the United Kingdom.

The provision in the 5th and 6th Vic., which prohibits the importation into any part of the British dominions of pirated copies of British copyright works, is not now in force in its integrity. The Imperial Act of the 10th and 11th Vic., enables Her Majesty to suspend this prohibition in the case of any colony which should pass an Act providing reasonable protection to the authors of such works. The Canadian Legislature, under this provision, passed an Act (30 Vic., c. 56) imposing a duty for the benefit of the authors of such imported works, and the prohibition against importation has accordingly been suspended, and does not now apply to Canada, but

with this exception, the Copyright Act, 5 and 6 Vic., is still in force throughout that colony.

ROUNDELL PALMER.
FARRER HERSCHELL.

LINCOLN'S INN, 7th November, 1871.

The course taken by Canada in thus legislating is also directly at variance with Article 2 of the International Copyright Union, to which Canada is a party.

To insist on registration in any other than the country of origin is also contrary to the Berne Convention and a hardship on authors, for they cannot comply with it in most cases without employing and paying special agents, and yet they are to be mulcted with entire loss of copyright in the Dominion of Canada in default of so doing. In England it is not compulsory, in Germany it is not required, and in France it is only necessary to present copies and obtain a receipt. Registration is not now required in any country, except the country of origin.

To insist on reprinting is detrimental to the author's writings, as he cannot revise the licensed edition. It also conflicts with the Imperial Copyright Act of 5 and 6 Vic., cap. 45, sec. 15, and Berne Convention.

According to the undermentioned opinion, copyright of a British work not first published in Canada, can only be obtained under the Imperial Copyright Act, 5 and 6 Vic., cap. 45, and, therefore, the Canadian Copyright Act does not affect British authors.

Further opinion on fifth point of previous case:—

We are of opinion that the author of a work already published in the United Kingdom, and possessing the rights conferred by the Imperial Copyright Act of 5 and 6 Vic., cannot by re-publication in Canada, and by complying with the provisions of the Canadian Copyright Act (31 Vic., c. 54), obtain for his work the protection against importation into Canada afforded by that Act. We think that upon a true construction of the Act, it cannot apply to the case of a work already possessing, by virtue of the Imperial Act, copyright throughout Canada. Any other construction would lead to this startling consequence, that the author of a work who had enjoyed copyright in Canada, by virtue of the Imperial Act, during the whole time for which it existed under that Act, could by then republishing and recording his work in Canada, obtain copyright in that colony for the further period of 28, or in some cases, 42 years. We think, further, that the provisions of the Imperial Act, 10 and 11 Vic., c. 95 (which is now in force as regards Canada), afford additional ground for the view we take that the protection alluded to cannot be obtained by a re-publication in Canada.

ROUNDELL PALMER.
FARRER HERSCHELL.

LINCOLN'S INN, 2nd December, 1871.

Your Lordship will notice that under the Canadian Act the author is in effect compelled to grant a license to any number of applicants. It is true that the applicant is required to pay a royalty of 10 per cent. but this requirement is in reality illusory, because he has no means of ascertaining or obtaining an account of the number of copies "issued."

The word "issued" in itself contains a difficulty, for it may mean copies printed, or copies sold, or copies given away. It is indefinite, but if it is on copies sold or given away, no adequate provision is made for ascertaining the number of copies on which the royalty is to be paid.

We must also emphatically draw Your Lordship's attention to the fact that no power exists to prevent the Canadian reprint being imported into the United Kingdom and into other British colonies, or to hinder its competing with the author's edition, for it will be lawfully printed, and printed within the British dominions. Such power is destructive of all British copyright.

We may add that this change in the law is obviously not made in the interests of cheap literature, for Canada imposes a 15 per cent. duty on imported books and

thus checks their introduction there, especially in the form of cheap editions. Neither is it required in the interests of the publisher, for he can make his own arrangements with the author, even to the extent of supplying the United States market as well as his own, and we cannot refrain from observing that it is unjust from every point of view to the author.

May we also venture to add that the tendency in every country possessing a literature or desiring to acquire one is to give the author full control of his work, and to leave him to make his commercial arrangements in the way which he thinks best promotes his own interests. The law merely protects his right of property, and the spirit of the Berne Convention is to make those rights as complete and uniform as possible.

We have the honor to be your Lordship's humble servants,

T. NORTON LONGMAN, *Treasurer*,
 F. R. DALDY, *Hon. Secretary*,
Copyright Association.
 E. ASHDOWN, *Hon. Secretary*,
Musical Copyright Association.

Colonial Office to Mr. Daldy.

DOWNING STREET, 20th August, 1889.

SIR,—I am directed by Lord Knutsford to acknowledge the receipt of the letter signed by Mr. Longman and yourself on behalf of the Copyright Association and by Mr. Ashdown for the Musical Copyright Association, respecting the Canadian Copyright Act of 1889.

I am to state that the Act in question has not yet been received in this Department and that it will be referred to the Law Officers of the Crown when it arrives.

I am, &c.,

JOHN BRAMSTON.

CERTIFIED Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 17th August, 1889.

The Committee of the Privy Council have had under consideration a report dated 3rd August, 1889, from the Minister of Justice with reference to the Act of the last Session of the Parliament of Canada to amend the Copyright Act (Chapter 62, Revised Statutes of Canada).

The Committee concur in the said report (annexed) and advise that Your Excellency be moved to forward a copy hereof to the Right Honorable the Secretary of State for the Colonies.

All which is respectfully submitted for Your Excellency's approval.

JOHN J. MCGEE,
Clerk Privy Council.

To His Excellency the Governor General in Council :

In reporting to Your Excellency that the Act passed at the last Session of the Parliament of Canada, intituled "An Act to amend the Copyright Act" (chap. 62, Revised Statutes), might properly receive Your Excellency's assent, the undersigned intimated that the Act would be made the subject of a more extended report, and he now respectfully presents to Your Excellency the following observations in pursuance of that intimation :

The Act contains a provision that it shall not come into force until proclaimed by Your Excellency, and there was not, and is not, any intention on the part of Your Excellency's Government, to advise the issue of a proclamation bringing it into force

until it has been submitted to Her Majesty's Government, with the explanations which Your Excellency's advisers can present, and until Her Majesty's Government shall concur in the issue of the proclamation.

The concurrence of Her Majesty's Government has been considered necessary, because the Act deals with a subject on which Imperial legislation extending to all Her Majesty's possessions now exists, and in respect to which it is not desired by Your Excellency's Government that a measure should be adopted which would conflict with the policy which Her Majesty's Government has hitherto pursued excepting in so far as the important interests involved in Canada urgently require, and excepting from a date before which any necessary preliminary arrangements can be concluded in order to prevent confusion and surprise. Moreover, the fact that the Imperial legislation, adopting the Berne Convention on the subject of copyright, extends to all Her Majesty's possessions (and must continue to extend to Canada until the expiration of a year from notice of denunciation) makes it necessary that before the proclamation should be issued, Her Majesty's Government should be asked to give the notice of denunciation on behalf of Canada, and that a year's delay should elapse after that notice, and that, before the Act of last Session can be given effect to, an Order of Her Majesty in Council be obtained, releasing Canada from the operation of the statute which makes the Berne Convention operative throughout the Empire. The request on the part of the Government of Canada for the notice of denunciation of the Berne Convention has already been, or is now about to be, transmitted, and the duty of the undersigned is, therefore, limited to an explanation of the reasons which induced the adoption of the Act of last Session, and a statement of the principles on which such legislation can, in his view, be sustained.

For reasons which will not be dilated on at length in this report, the copyright system heretofore in force (under Imperial and Canadian legislation) has found to be most unsuitable to Canada, and the Berne Convention is found to increase the causes of complaint which previously existed.

The copyright law in force in Canada (of which the Act of last Session was an amendment), irrespective of the International Copyright Act of 1886, which gives effect to the Berne Convention, consists, as has been intimated, partly of Imperial and partly of Canadian legislation.

Under it every work copyrighted in Great Britain had copyright protection without the requirement of publication in Canada. Under the protection of this system United States authors secure copyright in Great Britain and her possessions by publishing in England (sometimes by publishing a limited edition, not intended to supply the market and not sufficient therefor) and thus secure control of the Canadian market, while a Canadian cannot obtain such copyright privileges in the United States.

The rights which British authors and publishers have in British possessions under this condition of the law has been greatly abused by the sale of their copyright privileges to American publishers and their refusal to sell to Canadian publishers on like terms. By this means United States publishers have been enabled to command the Canadian market under the provisions of legislation which were not intended for their benefit but for the benefit of the British author and publisher. The prices of American reprints are so low that the British publications have no chance of competing with them in Canada, and Canadian reprints being prohibited by the copyright law, the business of reprinting for Canadian readers is thus to a great extent thrown into the hands of American publishing houses, to the very great detriment of the publishing interests of Canada.

By the legislation of last Session it is proposed that the persons having copyright under Imperial legislation or under any treaty arrangement with Great Britain, may preserve the exclusive right as to Canada by publishing or republishing in this country within a certain time, and that if he does not so publish or republish, his copyright shall still avail him, to the extent of enabling him to collect a royalty on all republications made in Canada by any other person.

The evils before mentioned which have occasioned complaint will be augmented by the provisions of the Berne Convention which extends the copyright privileges without publication in British possessions to authors of any country which has joined or may join the Copyright Union formed by that convention.

For the benefit conferred on Canadian authors (who are comparatively a very limited class) of copyright in the countries comprised in the Berne Convention Unions the business of publishing in Canada will be repressed as to works published in all these countries, and the United States publishers will be free from any restriction of that kind, not only as to the vast markets of their own country, but as to Canada as well.

Parliament considered that the peculiar position in which Canada is placed on account of her proximity to the United States, and the copyright policy of the United States demand peculiar treatment in legislation on this subject, and treatment different from both the Berne Convention and from the Imperial and Canadian Copyright Acts heretofore in force.

The Canadian Parliament has on more than one occasion expressed this opinion and did so emphatically at its last Session by unanimously passing the Act now under consideration. If it should seem to Her Majesty's Government that further explanations are needed to convince them of the expediency of the proposed change, or of the necessity of the Act of last Session being allowed to go into operation, he trusts that a further opportunity will be afforded of making those explanations, as abundant material exists therefor in the experience of all who are interested in the publishing business in Canada.

The undersigned submits that the royalty provision of the Act of last Session in favor of the holders of the British copyright is reasonable, and affords ample facilities for collection. The Government of Canada will be prepared to submit to Her Majesty's Government the regulations which may be adopted under the Act for securing the collection of the royalty and the payment thereof to the proper parties.

It only remains for the undersigned to observe, as regards the policy of permitting re-publication in Canada in consideration of such a royalty in favor of the holders of the copyright out of Canada, that under existing legislation the importation of foreign reprints into Canada is permitted, on the imposition of a Customs duty in favor of the copyright holder. The Act of last Session will make the same provision in favor of the Canadian publisher, but under regulations which will restrain the influx of foreign reprints and afford a better means of collecting the compensation to the copyright holder.

The undersigned has reason to apprehend that a question may be raised as to the power of the Parliament of Canada to pass the Act in question, because he is aware that previous legislation on this subject has been stated to require the sanction of the Imperial Parliament and because that view has been based on very eminent legal authority. On that subject he begs to present the following considerations:—

The Act in question is understood not to conflict in any way with any Imperial legislation passed since the adoption of the British North America Act, 1867.

For that reason, as has been already intimated, no proclamation will be issued bringing the Act into force until after the Imperial Copyright Act of 1886, giving effect to the Berne Convention, ceases to be applicable to Canada. The remaining question, therefore, simply is as to the right of the Parliament of Canada, under the British North America Act, to make regulations in Canada regarding copyright in Canada, notwithstanding that these regulations may differ from those existing under Imperial legislation adopted prior to the British North America Act.

The view which the undersigned respectfully presents is that as regards all those subjects in respect of which powers were given to the Canadian Parliament by the British North America Act, the true construction of the British North America Act is that Parliament may properly legislate without any limitation of its competency excepting the limitation which Her Majesty can always impose by disallowance, (whether the Act be within the power of Parliament or not), and excepting also as to control by Imperial legislation subsequent to the British North America Act and

applicable to Canada. As to this latter it may be considered, in so far as it deals with the subjects given to the Parliament of Canada, as amendatory of the British North America Act.

One of the subjects over which power was given to the Parliament of Canada to legislate by the British North America Act was "Copyright" (See section 91).

When, in 1872, the Parliament of Canada passed an Act respecting Copyright in pursuance of this section of the British North America Act, the Act was reserved for royal assent, and Lord Carnarvon in a despatch dated 15th June, 1874, stated to the Earl of Dufferin, one of Your Excellency's predecessors, that he had been unable to advise Her Majesty to assent to the Act, and that he had taken the advice of the law officers of the Crown on the subject.

Lord Carnarvon, in that despatch, intimates that the 91st section of the British North America Act, above referred to, is to be interpreted by one of the headings which appear in the statute, namely, "Distribution of Legislative Powers," and he almost seems to incline to the opinion that the 91st section on which all the powers of the Parliament of Canada depend, is intended to withdraw the powers from the Provincial Legislatures, and not to confer any substantial authority on the Parliament of Canada.

If that view were correct, the British North America Act would simply have been a withdrawal from the Legislatures of the various Provinces which were thereby united, of a large portion of the authority which they had possessed ever since representative institutions were conferred upon them, and it is difficult to see that any authority is conferred upon the Parliament of Canada, or that that Parliament has now the powers which belong to the Parliaments of all other self-governing colonies.

Lord Carnarvon, however, after making, in effect, the statement that the 91st section of the British North America Act is merely a part of a scheme for the distribution of legislative powers, and is not to be considered as it always has been regarded and interpreted, by the courts as well as by Her Majesty's Government, as the gift of legislative power to Canada, proceeds to say, that the effect of the Imperial Act (British North America Act) is "to enable the Parliament of Canada to deal with colonial copyrights within the Dominion," and that "it is clear that it was not contemplated to interfere with the rights secured to authors by the Act of 5 and 6 Vic., or to override the provisions of that Act."

It may be said in referring to this observation, that neither the Act of 1872, nor the Act of last Session, did anything more than deal with colonial copyrights.

It is claimed that the British North America Act, section 91, gave the Parliament of Canada power as full as that possessed by the Imperial Parliament to say who should and who should not have copyright within the Dominion: and, as regards the observation that it was not contemplated to interfere with the rights secured to authors by the Imperial Act, all objection under that head may be dispensed with, because the Act of last Session will not affect any rights which have been secured before it shall come into operation. The undersigned cannot advance the foregoing views without extreme diffidence, because he finds that Lord Carnarvon's despatch intimates that in the opinion which his Lordship expresses he is supported by the law officers of the Crown, and also by those eminent lawyers the present Lord Selborne and the present Lord Herschell, whose report he laid before Parliament in 1872.

In the face of such eminent authorities he would hardly venture to press upon the attention of Her Majesty's Government the view of the Canadian Government which he has above presented, if it were not to his mind perfectly plain that the people of Canada would hold him culpable if he failed to assert that was the only interpretation under which they received the constitution and under which they were willing to be content with that constitution.

If the 91st section of the British North America Act has not conferred on the Parliament of Canada all the powers of the Parliament of the United Kingdom in respect to the subjects there enumerated, the gift of powers made by that Act

is delusive, in respect to the Canadian Parliament, and is less than the gift of powers which the Provincial Legislatures previously enjoyed regarding the same subjects.

The undersigned is encouraged to state this opinion not only because it has been supported by the Canadian Parliament and because it agrees with the understanding of the Canadian people on the subject from the first, but because the same view has been upheld, he ventures to submit, by the Judicial Committee of Her Majesty's Privy Council, on more than one occasion since the despatch of Lord Carnarvon in 1874.

Before referring to the decisions of that tribunal, however, he would advert to the opinion presented to Lord Carnarvon in 1872, from the two law officers already named. In that opinion the view is stated that the powers of Parliament are exclusive only so far as relates to the Legislatures of the Provinces of which Canada is composed. This view is not intended to controvert.

It has never been claimed that the powers of the Parliament of Canada are exclusive of the powers of the Parliament of Great Britain, and nobody can doubt that the Parliament of Great Britain can at any time (limitations of good faith and national honor not being considered) repeal or amend the British North America Act, or exercise, in relation to Canada, its legislative power over the subjects therein mentioned. Subject to the same limitations, Her Majesty's Government can, of course, disallow any Act of the Parliament of Canada. It is respectfully submitted that the Canadian Parliament, except as to the control which may be exercised by the Imperial Parliament, by a statute subsequent to the British North America Act, and except as to the power of disallowance, possesses unlimited power over all the subjects mentioned in the 91st section, and that it is necessary that it should do so for the well-being of Canada and for the enjoyment of self-government by its people.

In the case of *Hodge vs. The Queen* (9 Appeal Cases, 117), decided by the Judicial Committee of the Privy Council in 1883, the following passage declares: "When the British North America Act enacted that there should be a Legislature for Ontario, and that its Legislative Assembly should have exclusive authority to make laws for the Province and for provincial purposes in relation to the matters enumerated in section 92, it conferred, not in any sense to be exercised by delegation from or as agents of the Imperial Parliament, but authority as plenary and as ample within the limits prescribed by section 92, as the Imperial Parliament in the plenitude of its power possessed and could bestow.

"Within these limits of subjects and area the Local Legislature is supreme, and has the same authority as the Imperial Parliament, or the Parliament of the Dominion would have had under like circumstances to confide, or a municipal institution, or body of its own creation, authority to make by-laws or resolutions as to the subjects specified in the enactment, and with the object of carrying the enactment into operation and effect."

In the case of *Harris vs. Davies* (10 App. Cases, 279), the Judicial Committee of the Privy Council decided, in 1885, that the Legislature of New South Wales, under a charter not wider than the British North America Act, had power to repeal a statute of James I (21 James I, chap. 16, sec. 6), and had impliedly done so by 2 Vic., chap. 13, sec. 1, of that colony, which, according to its true construction, placed as action for words spoken upon the same footing, as regards costs and other matters, as an action for written slander.

In the case *Powell vs. Apollo Candle Company (Limited)* (10 App. Cases, 282), the Judicial Committee decided, in the same year, that a Colonial Legislature within the area of its powers is unrestricted.

The following passage from the judgment is pertinent to the present question:—

"Two cases have come before this Board in which the powers of Colonial Legislatures have been a good deal considered, but these cases are of too late a date to have been known to the Supreme Court when their judgment was delivered. The first was the case of *Reg. vs. Burah*, in which the question was, whether a section of an Indian Act conferring upon the Lieutenant Governor of Bengal the power to

determine whether the Act, or any part of it, should be applied to a certain district, was or was not *ultra vires*. In the judgment of this Board, given by the Lord Chancellor, the legislation is declared to be *intra vires*, and the Lord Chancellor lays down the general law in these terms:—

“The Indian Legislature has powers expressly limited by the Act of the Imperial Parliament which created it, and it can of course do nothing beyond the limits which circumscribe these powers. But when acting within those limits it is not in any sense an agent or delegate of the Imperial Parliament, but has, and was intended to have, plenary powers of legislation as large, and of the same nature, as those of Parliament itself. The same doctrine has been laid down in a later case of *Hodge vs. The Queen*, where the question arose whether the Legislature of Ontario had, or had not, the power of entrusting to a local authority, a Board of Commissioners, the power of enacting regulations with regard to their Liquor License Act of 1877, of creating offences for the breach of those regulations, and annexing penalties thereto. Their Lordships held that they had that power. It was argued then, as it has been argued to-day, that the Local Legislature is in the nature of an agent or delegate, and, on the principle *delegatus non potest delegare*, the Local Legislature must exercise all its functions itself, and can delegate or entrust none of them to other persons or parties. But the judgment, after reciting that such had been the contention, goes on to say: It appears to their Lordships, however, that the objection thus raised by the appellants is founded on an entire misconception of the true character and position of the Provincial Legislature.”

“They are in no sense delegates of or acting under any mandate from the Imperial Parliament. When the British North America Act enacted that there should be a Legislature for Ontario, and that its Legislative Assembly should have exclusive authority to make laws for the Province and for Provincial purposes in relation to the matters enumerated in section 92, it conferred powers, not in any sense to be exercised by delegation from or as agents of the Imperial Parliament, but authority as plenary and as ample, within the limits prescribed by section 92, as the Imperial Parliament in the plenitude of its power possessed or could bestow. Within these limits of subjects and areas the Local Legislature is supreme, and has the same authority as the Imperial Parliament.”

The case of *Riel vs. The Queen*, decided by the same tribunal in the same year, is likewise pertinent. There had been three Imperial statutes for the regulation of the trial of offences in Rupert's Land, since known as the North-West Territories of Canada.

The Statutes of Canada made other provisions inconsistent with these statutes, and the conviction of the prisoner had taken place under the Statutes of Canada. The Lords of the Judicial Committee declined to admit an appeal, entertaining no doubt as to the correctness of the conviction.

The opinion of Lord Carnarvon seems to have been based on a strict view taken of the Imperial statute known as “The Validity of Colonial Laws Act” (28 and 29 Vic., cap. 63) which declared that colonial statutes should be void and inoperative if they should be repugnant to the provisions of any Act of Parliament extending to the colonies, or repugnant to the provisions of any order or regulation made under the authority of such Act, and having in such colony the force and effect of such Act.

There may be grounds for argument that, as the British North America Act was passed subsequently to the statute, it confers a constitution more liberal than those to which the statute applied.

Another view which may be urged is, that the repugnancy, in order to have the effect indicated, must exist in relation to some Statute passed after the creation of the Legislature of a colony. The statute does not seem, certainly, to have been construed by the judicial decision in the manner indicated by Lord Carnarvon.

If the view which His Lordship takes is correct, it will be impossible for the Parliament of Canada to make laws in regard to any one of the twenty-one subjects which constitute the “area” of the Canadian Parliament (to adopt the phrase used

in the decision of *Hodge vs. The Queen* in relation to the Ontario Legislature), when such legislation is repugnant to any legislation which existed previously, applicable to these subjects in the colonies.

There undoubtedly did exist Imperial legislation as regards all those subjects in the colonies, at a time long anterior to the gift of representative institutions, and it was never supposed to be necessary that Canada, or the Provinces now constituting Canada before the union should obtain the repeal of that legislation by the Imperial Parliament, before they proceeded to adopt such measures as became necessary, from time to time, in the Government of the country. It is respectfully submitted that, in respect to all these subjects, the Parliament of Canada must be considered to have the plenary powers of the Imperial Government (to quote the words of the Judicial Committee), subject only to such control as the Imperial Government may exercise from time to time, and subject also to Her Majesty's right of disallowance, which the British North America Act reserves to Her, and which no one doubts will always be exercised with full regard to constitutional principles and in the best interests of the Empire, when exercised at all.

For these reasons the undersigned respectfully recommends that Her Majesty's Government be moved to permit the Copyright Act of last Session to go into operation, subject to a date being hereafter agreed upon by Her Majesty's Government for the bringing it into force.

He respectfully asks, also, that your Excellency's Government may be allowed to discuss all questions raised in this report at further length, and in further detail, if necessary, as they involve grave consequences for the Dominion of Canada, not merely in relation to the subject of copyright, but in relation to the rights and powers of Parliament, and he recommends that a copy of this report, if approved, be transmitted to Her Majesty's Principal Secretary of State for the Colonies.

JNO. S. D. THOMPSON, *Minister of Justice.*

August 3, 1889.

17th January, 1890.

To His Excellency the Governor General in Council:

The undersigned to whom was referred a despatch from the Right Honorable the Principal Secretary of State for the Colonies, transmitting copies of a letter signed on behalf of the Copyright Association and the Musical Copyright Association respecting the Canadian Copyright Act of 1889, and of His Lordship's reply thereto, has the honor to report that the subject has been already so fully reported on in an approved report already transmitted for the information of Her Majesty's Principal Secretary of State for the Colonies, that no special action on the present reference seems necessary.

Respectfully submitted,

JOHN S. D. THOMPSON, *Minister of Justice.*

RETURN

(36a)

To an ORDER of the HOUSE OF COMMONS, dated 19th March, 1890;—For a list of Timber Limits granted by the Dominion Government since 1st March, 1885, the names of parties to whom granted, with date of grant; the area of each limit granted; whether granted to highest bidder at public competition; and the amount of bonus, if any, in each case received.

By order.

J. A. CHAPLEAU,

OTTAWA, 14th April, 1890.

Secretary of State.

SCHEDULE showing the Timber Limits granted by the Dominion Government since 1st March, 1885; together with other information required by an order of the House of Commons, dated 19th March 1890, and numbered 110.

MANITOBA AND NORTH-WEST TERRITORIES (Authorized to be Licensed).

Number of Limit.	Name of Party to whom granted.	Date of Grant.	Area of Limit.	Amount of bonus if acquired by public competition.	Remarks.
		1885.		\$ cts.	
541	Thomas McKay.....	May 29..	50 sq. mls..	1 00	Cancelled by O. in C., dated 1st Dec., 1887.
542	Lamoureux Bros....	Sept. 10..	24 do ..	150 00	In lieu of berth granted by O. in C. of 17th May, 1884; cancelled by O. in C., dated 1st Dec., 1887.
540	John W. Scott.....	Nov. 16..	50 do ..	None.	
544	Sig'tr Jonasson.....	Dec. 3..	29 do ..	29 00	Area according to survey, 31 ³⁸ / ₁₀₀ sq. mls.
545	A. Watts.....	do 3..	3 do ..	None.	In lieu of berth granted by O. in C., 10th Jan., 1881; cancelled by O. in C., dated 23rd Oct., 1888.
546	Andrew Jukes.....	do 17..	50 do ..	do	
		1886.			
358	Jermyn & Bolton ...	Jan. 8..	3 do ..	do	In lieu of berth granted by O. in C., 21st Dec., 1883; cancelled by O. in C., dated 22nd Jan., 1889.
547	Crawford Ross.....	April 27..	42 ¹ / ₂ do ..	do	In lieu of berth granted by O. in C., dated 27th Oct., 1883.
548	John Stewart.....	May 4..	42 ¹ / ₂ do ..	do	In lieu of berth granted by O. in C., 1st April, 1884.
549	Geo. J. Brouse & Co.	do 19..	25 do ..	do	In lieu of berth granted by O. in C., 27th March, 1883.
550	Richard Hardisty...	do 26..	8 do ..	160 00	Berth relinquished.
550 ¹ / ₂ (O & P)	A. B. Nettlelon....	Sept. 8..	37 ¹ / ₂ do ..	375 00	
551 A)	Geo. H. Bradbury...		24 do ..	500 00	
551 B)			49 ⁸⁷ / ₁₀₀ do ..		
551 C)			25 ⁸⁵ / ₁₀₀ do ..		
551 D)			54 do ..		
552	John McNamara....	do 10..	5 do ..	500 00	

SCHEDULE showing the Timber Limits granted by the Dominion Government since 1st March, 1885, &c.—Continued.

MANITOBA AND NORTH-WEST TERRITORIES (Authorised to be Licensed).—Concluded.

Number of Limit.	Name of Party to whom Granted.	Date of Grant.	Area of Limit.	Amount of bonus if acquired by public competition.		Remarks.
				\$	cts.	
		1887.				
552½	Donald Morrison. . .	May 16. .	6 sq. mls. .	30	00	Cancelled by O. in C., dated 22nd Jan., 1889.
552¾	H. & W. P. Clarke. . .	do 16. .	65 do . .	50	00	
553	J. J. McDonald . . .	do 24. .	34½ do . .	610	00	
		1888.				
554	D. E. Sprague	May 10. .	2 do . .	250	00	
555	David McFadyen . . .	April 9. .	16 do . .	20	00	
557	Cyrus A. Brouse . . .	Oct. 6. .	10 do . .	40	00	
558	Drake & Co.	Dec. 14. .	3½ do . .	5	00	
		1889.				
559	Donald Morrison. . .	Mar. 11. .	3¾ do . .	15	00	
560	Geo. Morton	Apr. 3. .	2 do . .	14	75	
561	John Lineham	Mar. 18. .	33 do . .	319	00	
562	Alfred Wells	May 16. .	10 do . .	30	00	
563	"Pas" Band of Indians.	Sept. 24. .	250 acres. .	None.		Applied for by Department of Indian Affairs.
564	Chester Thompson. . .	do 14. .	1 sq. ml. . . .	5	00	
565	Geo. Hancock	July 12. .	3 sq. mls. . .	6	00	
566	Drake & Co.	Sept. 7. .	6¾ do . .	51	00	
569	H. S. Cayley	Nov. 9. .	21½ do . .	250	00	
568	T. T. W. Bready	Jan. 9. .	10¼ do . .	20	00	

RAILWAY BELT IN BRITISH COLUMBIA (Authorised to be Licensed).

	Name of Party to whom Granted.	Date of Grant.	Area of Limit.	Amount of bonus if acquired by public competition.		Remarks.
				\$	cts.	
		1885.				
1	W. D. Matheson	Dec. 17. .	2 sq. mls. .	500	00	Competition not required by Regulations. Cancelled and granted to Brunette Saw Mill Co.
E	W. C. McDougall. . . .	do 17. .	1½ do . .	None.		
10 and 11	Fred. Robinson.	May 26. .	4 do . .	480	00	Competition not req. by Regulations.
3	H. F. McCarthy	Aug. 14. .	2 do . .	536	00	
A	Knight Bros.	do 25. .	1⅞ do . .	None.		do do
B	Royal City Planing Mill Co.	Nov. 15. .	6½ do . .	None.		
8	F. A. Fairchild.	do 26. .	10 do . .	100	00	do do
5	D. McArthur.	do 26. .	10 do . .	500	00	
4	R. D. Bathgate.	do 26. .	10 do . .	100	00	do do
C	Thomas Cahill.	Dec. 13. .	1½ do . .	None.		
17	John Dill	do 30. .	50 do . .	350	00	Competition between applicants.
16	J. W. Bryson	do 30. .	50 do . .	875	00	
D	Royal City Planing Mill Co.	do 30. .	1½ do . .	325	00	750 00
18	Geo. Bryson	do 30. .	50 do . .			
E	Brunette Saw-Mill Co.	Mar. 15. .	1½ sq. mls. .	None.		Competition not required by Regulations; grant to W. C. McDougall cancelled; relinquished by the company.
21	Jas. Ross.	do 15. .	30 do . .	690	00	Competition not req. by Regulations.
20	Chas. Macdonell.	do 18. .	35 do . .	712	95	
*F	W. C. McDougall. . . .	do 26. .	½ do . .	None.		Competition amongst applicants.
G	Henry West	do 26. .	260 acres. .	10	00	
H	Royal City Planing Mill Co.	do 22. .	1,120 do . .	None.		Competition not req. by Regulations.
23	T. H. Allan	April 5. .	10 sq. mls. .	750	00	
I	Leamy & Kyle	do 14. .	1 do . .	None.		do do
J	W. P. Sayward	do 12. .	¼ do . .	do		do do
25	S. W. McKay	May 14. .	½ do . .	do		do do

SCHEDULE showing the Timber Limits granted by the Dominion Government since 1st March, 1885, &c.—Continued.

RAILWAY BELT IN BRITISH COLUMBIA (Authorized to be Licensed).—Continued.

Number of Limit.	Name of Party to whom Granted.	Date of Grant.	Area of Limit.	Amount of Bonus if acquired by public competition.	Remarks.
		1887.		\$ cts.	
24	John McDonald	May 14	$\frac{1}{2}$ sq. mls.	100 00	Competition amongst applicants.
22	McLeod Stewart	do 19	$\frac{1}{2}$ do	750 00	
K	Hugh Burr	do 24	360 acres	None.	Competition not req. by Regulations.
L	Royal City Planing Mill Co.	June 13	640 do	do	do do
M	Henry West	do 14	740 do	30 00	Competition amongst applicants.
27	Fred Robinson	July 18	1 sq. ml.	75 00	
26	D. Ward	do 19	50 sq. mls.	750 00	
*19	A. Stewart	Mar. 18	25 do	1,200 00	
N	Brunette Saw-Mill Co.	Aug. 13	320 acres	None.	Berth relinquished; competition not required by Regulations.
S	do do	June 13	160 do	do	do do
Q	W. C. McDougall	do 15	640 do	do	Competition not req. by Regulations.
O	Thos. Cahill	Oct. 1	1,600 do	do	do do
29	H. K. Egan	Dec. 27	13 sq. mls.	585 00	
		1888.			
28	W. C. Wells	Jan. 5	1 do	257 00	
30	Capt. D. C. Burk	do 19	$4\frac{4}{10}$ do	415 00	Assigned.
P	Brunette Saw-Mill Co.	Feb. 1	80 acres	None.	Berth relinquished; competition not required by Regulations.
33	J. T. Lewis	do 3	11 sq. mls.	do	Competition not req. by Regulations.
31	George Buchanan	do 10	$2\frac{3}{10}$ do	146 50	
32	George Goodwin	Mar. 22	1 do	151 00	
T	Henry T. Thrift	do 25	480 acres	None.	do do
R	Joseph B. Chambers	do 29	3,360 do	do	do do
34	John Nicholson	do 29	30 sq. mls.	753 00	
35	W. C. Wells	do 30	1 do	150 00	
U	Royal City Planing Mills Co.	June 14	160 acres	75 00	Competition amongst applicants.
V	W. A. Allan	July 6	1,725 do	None.	Competition not req. by Regulations.
W	B. Douglas	Sept. 15	10,720 do	do	do do
X	T. L. Briggs	Oct. 3	5,760 do	do	do do
Y	W. Owens	do 3	$5\frac{7}{10}$ sq. mls.	do	do do
Z (Nos. 1 and 2.)	A. Stewart	do 6	10 do	do	do do
36	Geo. Butchart	do 6	$1,371\frac{1}{2}$ acres	do	do do
38	Wells & Patterson	do 6	9,000 do	do	do do
37	G. F. Slater	do 23	640 do	do	do do
40	Fred Robinson	do 27	$10\frac{1}{4}$ sq. mls.	912 00	
39	W. A. Allan	Dec. 12	$8\frac{9}{10}$ do	None.	do do
		1889.			
41	L. G. Little	Jan. 5	7,000 acres	do	do do
47	Wm. McKenzie	Mar. 13	24 sq. mls.	2,436 00	
42	Fred Robinson	Jan. 4	9 do	459 00	
44	Brunette Saw Mill Co.	Mar. 25	3,000 acres	None.	do do
Z	A. Stewart	April 4	$3\frac{1}{2}$ sq. mls.	do	In lieu of portion of berth granted by O. in C., 6th Oct., 1888; competition not req. by Regulations.
45	Shushwap Milling Co.	do 8	20,613 acres	do	Competition not req. by Regulations.
49	J. Valentine & Co.	do 8	560 do	175 00	
46	W. A. Allan	May 18	760 do	110 00	
48	Knight Bros	do 16	3,520 do	None.	do do
55	Ross & McLaren	June 8	15,900 do	do	do do
50	J. McLaren & F. Ross	do 15	12,420 do	do	do do
51	Grant & Kerr	Aug. 17	640 do	do	do do
52	H. V. Edmonds	do 17	873 do	do	do do
53	Brunette Saw Mill Co.	Sept. 20	80 do	do	do do
54	H. V. Edmonds	do 24	2,080 do	do	do do

SCHEDULE showing the Timber Limits granted by the Dominion Government since 1st March, 1885—*Concluded.*

RAILWAY BELT IN BRITISH COLUMBIA (Authorized to be Licensed).—*Concluded.*

Number of Limit.	Name of Party to whom granted.	Date of Grant.	Area of Limit.	Amount of bonus if acquired by public competition.	Remarks.
		1889.		\$ cts.	
56	McLaren, Ross Lum- ber Co.	Sept. 24..	80 acres.	105 00	Competition not req. by Regulations
59	Peter Genelle	Nov. 4..	222 do	75 00	
57	S. J. Record	do 9..	1,920 do	192 00	
43	E. A. Wilmot & Co..	Mar. 26..	1,600 do	None.	
		1890.			
58	George Butchart.....	Jan. 16..	480 do	do	do do
60	Jas. A. Webster	Feb. 17..	1,120 do	do	do do

YEARLY Permits granted to cut Timber in Manitoba, the North-West Territories and on Dominion Lands in British Columbia, from 1st March, 1885, to 19th March, 1890.

No. of Permit.	Date of Grant.	Name.	Location.	Area.	Bonus paid, if acquired by public competition.	Remarks.
					\$	cts.
1885.						
A 93	Mar.	4 Ballandyne, Peter.	South side N. S. R.	Not given		Cordwood.
A 96	do	4 Wild & Burk	do do	do		do
A 97	do	4 Rae, J. M.	On the N. S. R.	do		do
C 225	Apr.	1 Smith & Bailey	Tp. 21, R. 13, W. 1st M.	do		Lumber.
C 18	June	6 McDonald, C. D.	Old Man River	do		do
C 232	July	13 Sinnott Bros.	Berth "P" on C.P.R. E.	25 sq. mls.	10 00	Cordwood.
C 20	do	23 McKenzie, D. W.	Tp. 38, R. 27, W. 4th.	Not given.		Lumber.
C 233	do	27 Jermyn & Bolton.	Tp. 20, R. 22, W. 1st M.	do		Ties.
C 234	do	29 Radford, Joseph.	Berth "B" on C.P.R. E.	16 sq. mls.	5 00	Cordwood.
C 237	Aug.	10 Mitchell & Bucknall.	Tps. 22, 23, R. 21, W. 1.	Not given.		Timber.
C 24	Sept.	15 Sands, Louis.	Sec. 11, Tp. 8, R. 3, W. 4.	1 sq. ml.		do
C 238	Oct.	20 McKinnon, P. D.	Berth "M" on C.P.R. E.	16 sq. mls.	43 00	Cordwood.
C 239	do	20 McKinley, W. J.	do "N" do	13 do	73 00	do
C 240	do	20 Smith, Andrew.	do "B" do	15 do	23 00	do
C 241	do	29 Whitehead, Jos.	W. side of Whitemouth R.	57½ do		Spruce & Tamarac
C 242	do	30 Radford, J. H.	Berth "B" on C.P.R.	16 do	11 00	Cordwood.
C 243	do	30 Hargrave, John.	do "C" do	25 do	37 00	do
C 244	do	30 Hargrave, J. G.	do "D" do	16 do	41 00	do
C 245	do	30 Radford, J. J.	do "O" do	16 do	26 00	do
C 246	do	30 Gaskel, John.	do "P" do	25 do	6 00	do
C 247	Nov.	3 Strevel, G. H.	do "T" do	25 do	250 00	Railway ties.
C 248	do	3 Strevel, G. H.	do "S" do	16 do	250 00	do
C 31	do	14 Morrison, Donald.	Tp. 21, R. 3, W. 3rd M.	Not given.		10,000 ft. b.m.
J 48	Dec.	17 McLennan, A.	Berth "F" on C.P.R.	16 sq. mls.	80 00	Cordwood.
No permit issued.		McNutt, Thos.	In Tp. 18, R. 19, W.	Not given.	6 00	Timber.
do		McIntosh, D.	Berth "R" on C.P.R.	16 sq. mls.	10 00	Cordwood.
do		Quigley, James.	do "U" do	25 do	5 00	do
1886.						
J 181	Jan.	29 Harrover, James.	do "Q" do	16 do	21 00	do
J 204	Feb.	3 Ronaldson, John.	do "L" do	16 do	12 00	do
C 245	do	13 Davis & Co.	do "A" do	16 do	16 00	do
C 246	do	13 Dowler, James.	do "G" do	16 do	5 00	do
A 181	Mar.	1 McLeod, Kenneth.	Little Red River.	Not given.		Timber.
P 7	do	4 Clink, D. L.	N. Saskatchewan River.	do		Saw logs.
P 10	do	4 Sayers, Baptiste.	Pine Island River.	do		do
P 11	do	4 Gisborne, Hartly.	Fort Pitt Trail.	do		Telegraph poles.
P 13	do	4 Forget, A. P.	Battle River.	do		Cordwood.
P 14	do	4 Harper, G. H.	Eagle Hills.	do		do
P 15	do	4 Dumais, C. M.	do	do		do
P 16	do	8 Wyld & Bourke.	Tp. 44, R. 17, W. 3rd.	do		do
P 17	do	10 Sayers, Cléophas.	Frog Lake.	do		Saw logs.
P 19	do	15 Clarke, Thomas.	Battle River.	do		Posts.
P 20	do	22 Goulet, Louis.	Moose Creek.	do		Saw logs.
C 44	do	22 Cochrane Rancho Co.	On their leasehold.	do		Rails.
A 186	do	23 Goodfellow, And.	N. of N. Saskatchewan Riv.	do		Shingles, laths.
A 189	Apr.	1 Hobart, Eden & Co.	do do	do		Cordwood.
E 113	Apr.	28 McKernan, Robt.	Sec. 5, Tp. 53, R. 25.	do		Telegraph poles.
C 46	do	28 North Western Coal N. Co.	Outside limit, No. 80.	do		Sawlogs.
C 47	May	8 Cochrane, W. F.	On the Cochrane lease.	do		Rails.
P 29	do	30 McKay, Wm.	N. Saskatchewan River.	do		Cordwood.
C 50	June	8 North Western Coal N. Co.	On limit "B," Bow River.	do		Timber.
E 119	do	12 Hudson Bay Co.	Vermillion River, &c.	do		Cordwood.
P 31	do	23 Dewan, Thomas.	N. Saskatchewan River.	do		do
A 194	July	1 McKay, Angus.	do do	do		do
A 196	do	2 Hudson Bay Co.	Cumberland District.	do		do
P 32	Aug.	6 Arcand, Damase.	Frog Lake.	do		Sawlogs.

YEARLY Permits granted to cut Timber in Manitoba, the North-West Territories and on Dominion Lands in British Columbia, &c.—Continued.

No. of Permit.	Date of Grant.	Name.	Location.	Area.	Bonus paid, if acquired by public competition.	Remarks.
1886.						
E 125	Aug. 12	Gisborne, Hartley.	Elmor, Edmonton, &c.	Not given.	\$ cts.	Telegraph poles.
C 48	Sept. 4	Eau Claire Lumber Co.	On limit "A," Bow River.	do ..		Cordwood.
E 129	Oct. 18	Hudson Bay Co.	Athabasca River'.	do ..		Lumber.
C 56	do	Sands, Louis.	Sec. 11, Tp. 8, R. 3, W. 3.	do ..		Timber.
O 177	Nov. 9	McAnnery Bros.	Berth "M" on C.P.R.	16 sq. mls.	90 00	Cordwood.
O 181	do	Bayne, Neil	Sec. 28, Tp. 10, R. 16 W.	Not given.		do
O 182	do	Moore & Son	Secs. 14, 28, Tp. 8, R. 23 W.	do ..		do
O 183	do	Whitehead, Jos.	Whitemouth River.	do ..		Spruce & tamarac
O 187	do	Wellman, Thomas.	Berth "C" on C.P.R.	25 sq. mls.	76 00	Cordwood.
O 188	do	Radford, Joseph.	do "B" do ..	16 do ..	41 00	do
O 191	do	McKinley, W. J.	do "N" do ..	16 do ..	43 00	do
O 210	do	Latta, Wm.	do "O" do ..	16 do ..	5 00	do
O 211	do	McCulloch & Herriott.	Secs. 22, 28, Tp. 8, R. 23 W.	Not given.		do
O 213	Dec. 1	Strevel, G. H.	Berth "W" on C.P.R.	16 sq. mls.	250 00	Railway ties.
O 214	do	Benson, J. M.	do "V" do ..	16 do ..	250 00	do
O 216	do	Davis & Co.	do "A" do ..	16 do ..	36 00	Cordwood.
A 207	do	Mair, Charles.	N. Saskatchewan River.	Not given.		do
O 219	do	Manus, C.	Sec. 16, Tp. 11, R. 12.	do ..		do
238	do	Garbet, T.	Berth "L" on C.P.R.	16 sq. mls.	16 00	do
239	do	McKinnon, P. D.	do "U" do ..	25 do ..	31 00	Railway ties.
A 222	do	McKay, W. C.	N. Saskatchewan River.	Not given.		Shingles.
F 7	do	Cummings, James.	Sec. 22, Tp. 10, R. 16.	do ..		Cordwood.
H 8	do	McLean, D.	Sec. 28, Tp. 10, R. 16 W.	do ..		do
A 224	do	Thomson, Chester.	N. Saskatchewan River.	do ..		do
H 14	do	Harrison, W.	Secs. 18, 21, Tp. 1, R. 18, 19.	do ..		do
E 143	do	Bishop of St. Alb't	Near St. Albert.	do ..		do
1887.						
H 23	Jan. 3	Beemond Bros.	Berth "G" on C.P.R.	16 sq. mls.	41 00	Cordwood.
H 24	do	Kerr, George.	Sec. 18, Tp. 17, R. 16 W.	Not given.		Shingles.
H 32	do	Shaw, J. K.	Sec. 10, Tp. 11, R. 12.	do ..		Cordwood.
H 39	do	Matheson, D.	Black Bear Island.	do ..		do
H 40	do	Reimer, Klaas.	Tp. 6, R. 8 E.	do ..		do
H 43	do	Wellman, C. W.	Berth "P," C.P.R. E.	25 sq. mls.	36 00	do
H 63	do	McCulloch & Herriott.	Sec. 4, Tp. 8, R. 24.	Not given.		do
E 146	do	N. W. M. Police.	Sec. 14, Tp. 54, R. 22.	do ..		do
A 233	do	Hudson Bay Co.	N. Saskatchewan River.	do ..		do
H 69	do	Penner & Co.	Tp. 8, R. 9 E.	do ..		Timber.
P 43	Jan. 24	Barker, Wm.	Fort Pitt.	Not given.		Telegraph poles.
P 44	Feb. 2	Sully, J. H.	Tps. 47, 48, R. 22.	do ..		Posts.
H 200	do	Matheson, J.	Bull's Head.	do ..		Cordwood.
207	do	Campbell, N.	36, Tp. 11, R. 8.	do ..		do
211	do	Alloway, W. F.	Black River.	do ..		do
212	do	Robinson, W.	Black Island.	do ..		Railway ties.
214	do	Foley, B.	Berth "E" on C.P.R.	16 sq. mls.	50 50	Cordwood.
241	do	Hargrave, J. G.	do "D" do ..	16 do ..	106 00	do
N 11	do	Thomson, A.	Sec. 10, Tp. 11, R. 12 W.	1 sq. mile.		do
N 15	do	Pierson & Hill.	do 11, Tp. 13, R. 6 W.	1 do ..	103 00	do
N 21	do	Beck, L.	do 11, Tp. 11, R. 6 W.	Not given.		do
N 40	do	Evans, D.	do 26, Tp. 6, R. 11 W.	do ..		do
N 42	do	Marriott, Thos.	do 24, Tp. 21, R. 25 W.	do ..		do
C 68	Mar. 3	McKenzie, D. W.	do 34, Tp. 38, R. 27 W.	do ..		Shingles, &c.
N 179	do	Lamb, Peter.	Berth "R" on C.P.R.	16 sq. mls.	7 00	Cordwood.
A 245	April 5	Fidler, J. G.	N. Saskatchewan River.	Not given.		B. M. logs.
C 6	do	Rae, John.	Duck Lake.	do ..		Cordwood.
C 12	do	Nolan, Charles.	North of St. Laurent.	do ..		Telegraph poles.
C 73	May 2	Murphy, E. W.	Mosquito Creek.	do ..		Poles & cordwood.
N 220	do	Radford, Joseph.	Berth "Q" on C.P.R.	16 sq. mls.	5 00	Cordwood.
C 14	do	Hudson Bay Co.	Cumberland District.	16 do ..		do

YEARLY Permits granted to cut Timber in Manitoba, the North-West Territories and on Dominion Lands in British Columbia, &c.—Continued.

No. of Permit.	Date of Grant.	Name.	Location.	Area.	Bonus paid, if acquired by public competition.	Remarks.
1887.						
C 20	May 9	Sanderson, Jas.	N. Saskatchewan River.	16 sq. mls.		Shingles.
N 223	do 17	Ferguson & McDonald.	On C. P. R. East.	16 do		Railway ties.
E 158	do 23	Hudson Bay Co.	Athabasca Landing.	16 do		Shingles & lumber.
N 236	June 11	Borland, J. R.	Tp. 9, R. 9 E.	16 do		Tamarac, ft. B. M.
N 239	do 29	Matheson, D.	Black Bear Island.	16 do		Cordwood.
N 241	July 13	Cloutier, Rev. G. C.	Tps. 8, 9, R. 10 E.	16 do		Shingles.
N 247	Aug. 2	Sinnott, J. J.	Tp. 26, R. 9 E.	16 do		Piles.
C 33	do 3	Spence, Baptiste.	Sturgeon River.	16 do		Saw logs.
C 35	do 16	Landry, Alex.	N. Saskatchewan River.	16 do		House logs.
E 161	do 18	Hudson Bay Co.	Athabasca Landing.	16 do		Lumber.
C 36	do 26	McKay, W. C.	Lilly Plain.	16 do		Saw logs.
C 38	Sept. 12	Sanderson, James.	Rabbitt Creek.	Not given.		do
C 39	do 12	Ballentine, Arch.	do	do		do
E 163	do 21	Smith, Captain.	Athabasca Landing.	do		Spruce, ft. B. M.
E 165	do 24	Frazer, John.	do	do		do
P 58	Oct. 8	Dewan, Thomas.	Near Carleton	do		Telegraph poles.
C 40	Nov. 7	Campbell, J. M.	N. Saskatchewan River.	do		Cordw'd & lumber.
C 41	do 10	Taylor, James.	do do	do		Saw logs and posts.
C 43	do 14	Mair, R. H.	do do	do		Cordwood.
L 22	do 16	Corregan, F. A.	Berth "E" on C.P.R.	16 sq. mls.	5 00	do
C 84	do 21	North Western Coal Navigation Co.	do "N" Bow River.	50 do		Mining props.
L 42	do 29	Benson, Joseph.	do "Y" on C.P.R. E.	16 do	5 00	Cordwood.
C 48	do 29	Walters & Baker.	N. Saskatchewan River	Not given.		do
C 49	do 29	Hutchison, W. H.	do do	do		do
C 53	do 30	Theroux, Edmond.	do do	do		do
L 92	Dec. 2	McKinley, W. J.	Berth "O" on C.P.R. E.	16 sq. mls.	123 00	do
L 93	do 2	Wilson, Wm.	do "N" do	16 do	26 00	Railway ties.
L 94	Dec. 2	Davis & Co.	Berth "A" on C.P.R.	Not given.	161 00	Cordwood.
C 57	do 2	Neil Duncan.	Sturgeon River	do		Sawlogs.
C 58	do 2	Drever, Wm.	N. Saskatchewan River.	do		Cordwood.
L 95	do 5	Dowler, James.	Berth "L" on C.P.R.	16 sq. mls.	37 00	do
C 66	do 9	Miller, George.	N. Saskatchewan River	Not given.		do
C 67	do 9	Hudson Bay Co.	do do	do		do
L 180	do 12	Craig, John S.	Berth "Q" on C.P.R.	16 sq. mls.	17 00	do
C 71	do 14	Sinclair, James.	N. Saskatchewan River	16 do		Sawlogs.
P 60	do 2	Clink, G. J.	Moose Creek.	16 do		Spruce timber.
L 207	do 21	Hamilton, J.	21, Tp. 14, R. 14 W.	16 do		Cordwood.
L 234	do 22	Radford, Joseph.	Berth "B" on C.P.R.	16 do	51 00	do
L 235	do 23	McLennan, A.	do "C" do	25 do	106 00	do
K 12	do 23	Strevel, G. H.	do "X" do	16 do	5 00	do
K 17	do 27	Ross, David.	do "D" do	16 do	201 00	do & lumber.
C 77	do 28	Shannon, D.	N. Saskatchewan River	Not given.		Sawlogs.
No permit issued.	do	McNiece, James.	Berth "M" on C.P.R.	16 sq. mls.	38 00	Cordwood.
		McKinnon, P. D.	do "V" do	16 do	25 00	do
1888.						
K 75	Jan. 4	Reimer & Barkman	Tps. 5 and 6, R. 8.	Not given.		Cordwood.
C 81	do 5	McKay, W. C.	N. Saskatchewan River	do		do
P 69	do 6	Prince, Benjamin.	Death River	do		Spruce logs.
C 82	do 9	Hutchison, F. B.	Sturgeon River	do		Sawlogs.
C 87	do 17	Scott, Thomas.	Lilly Plain	do		do
E 178	do 17	N. W. M. Police.	Beaver Hills.	do		Cordwood.
K 248	do 27	Penner & Co.	Tp. 7, R. 9 E.	do		Lumber.
C 92	do 30	Stewart, Alex.	Shell River	do		Sawlogs.
P 74	do 30	Héon, Sévère.	Island in N. S. R.	do		do
Q 86	Feb. 1	Wellman, Chas.	Berth "S" on C.P.R.	16 sq. mls.	31 50	Cordwood.
Q 89	do 1	Eden, A. F.	Sec. 31, Tp. 17, R. 17 W.	Not given.		do
Q 120	do 4	Matheson, D.	Black Bear Island.	do		do
P 80	do 10	Finlayson & Turner	Pine Island.	do		Poplar sawlogs.
C 97	do 10	Stobart & Co., W.	Tp. 46, R. 3, W. 3	do		Cordwood, &c.

YEARLY Permits granted to cut Timber in Manitoba, the North-West Territories and on Dominion Lands in British Columbia, &c.—Continued.

No. of Permit.	Date of Grant.	Name.	Location.	Area.	Bonus paid, if acquired by public competition.	Remarks.
	1888.				\$ cts.	
C 107	Feb. 18	McKay, W. C.	N. Saskatchewan River	Not given.		Lumber, &c.
C 109	do	Lovell, Wm	do do	do		Shingles, &c.
C 113	March 1	McGee, Thomas	Little Red River	do		Lumber, &c.
P 43	do 15	Clements, Geo.	Berth "T" on C.P.R.	25 sq. mls.	32 25	Cordwood.
P 85	do 16	Clink, D. L.	Island No. 6	Not given.		Poplar logs.
C 122	do 21	Flett, Rev. Canon.	Tp. 48, R. 1 W	do		Sawlogs.
P 151	do 26	Craig, John S.	Berth "Q" on C.P.R.	16 sq. mls.	10 00	Cordwood.
P 87	do 28	Stover, John H.	Noe's Creek	16 do		Spruce logs.
C 126	do 30	Glass, Wm	Tp. 47, R. 1, W. 3	16 do		Rails.
C 127	April 4	Gariepy, Philip.	Tp. 45, R. 28, W. 2	16 do		Telegraph poles.
C 128	do 9	Hodgson, Albert.	N. Saskatchewan River	16 do		Pine lumber.
P 89	do 11	Dewan, Thomas	Stinking Lake	16 do		Cordwood.
P 232	do 21	Radford, John	Berth "R" on C.P.R.	16 do	61 00	do
P 234	do 28	Smalley & Chantler	The Bluff	Not given.		do
C 130	do 17	Landry, A.	Up Sturgeon River	do		Sawlogs.
P 235	May 1	Anderson, S.	Berth "F" C.P.R.	16 sq. mls.	36 00	Cordwood.
P 237	do 1	McBain, A.	do "P" do	25 do	38 00	do
P 93	do 23	Clarke, Rev. S.	Eagle Hills	Not given.		Rails.
C 133	do 23	Taylor, James	N. Saskatchewan River	do		Pine lumber.
C 134	do 23	Hudson's Bay Co.	Cumberland District	do		Cordwood.
P 247	June 1	North-West Navigation Co.	On Saskatchewan River	do		do
P 248	do 1	do	do do	do		do
E 197	do 9	Hudson's Bay Co.	Athabasca Landing	do		Lumber, &c.
C 138	do 18	McKay, Jerry	Lily Plain	do		Pine lumber.
P 95	July 5	Arcand, Aurele	Vermilion River	do		Spruce logs.
C 144	do 20	Neil, Duncan	Little Red River	do		Saw logs.
P 97	do 23	Laurie, R. C.	Eagle Hills	do		Posts.
S 27	do 25	Foley, B.	Berth "W," C.P.R.	16 sq. mls.	25 50	Cordwood.
S 35	Aug. 16	Gauthier & Co., C. W.	Little Saskatchewan	Not given.		do
S 39	do 29	Wilson, W.	Berth "N," C.P.R.	16 sq. mls.	26 00	do
C 146	Sept. 3	Campbell, J. M.	N. Saskatchewan River	Not given.		do
P 98	do 3	Barker, Wm. J.	Battle River	do		Poplar posts.
C 149	do 18	Ballentine, Arch'd.	Sturgeon River	do		Pine lumber.
F 1	Oct. 1	Yarker, J. C.	N. Arm of Burrard Inlet	do		Piles.
C 151	do 26	Sanderson, Thos.	N. Saskatchewan River	do		Pine lumber.
P 100	Nov. 3	McDonald, A.	17, Tp. 42, R. 17, W. 3	do		Cordwood.
P 101	do 5	Nolan, Duncan	17, Tp. 42, R. 17, W. 3	do		do
P 102	do 5	Craig, John	In Tps. 42 & 43, R. 16, W. 3	do		do
S 82	do 5	Smith & Bigham	4, Tp. 16, R. 28, W. 1	do		do
F 2	do 9	Patterson & Davison	New Westminster District.	do		Piles.
S 109	do 14	Cleverley, George.	Berth "X," on C.P.R.	16 sq. mls.	19 00	Cordwood.
S 110	do 14	Cleverley, J. W.	do "A" do	16 do	211 00	do
S 114	do 14	McKinley, J. W.	do "N" do	16 do	53 00	do
S 115	do 14	Wilson, W.	do "U" do	25 do	5 00	do
S 141	do 20	Halpenny, Wm.	do "Y" do	16 do	261 00	do
S 154	do 22	Kerr, George.	12, 20, Tp. 17, R. 16, W. 1	Not given.		Shingles.
S 155	do 22	Jermyn, James	10, Tp. 15, R. 17, W. 1	do		Cordwood.
C 159	Dec. 1	Drever, Wm	N. Saskatchewan River	do		do
C 162	do 10	Nelson, Hugh.	Sturgeon River	do		Pine lumber.
P 103	do 3	Nolan, Joseph	In Tp. 42, R. 17, W. 3	do		Cordwood.
C 163	do 10	Mair, Richard	N. Saskatchewan River	do		do
T 127	do 12	Clements, George.	Berth "Q," on C.P.R.	16 sq. mls.	177 00	do
C 165	do 13	Hutchinson, H. H.	N. Saskatchewan River	Not given.		do
E 218	do 24	Logan, Robert.	Beaver Lake	do		Shingles.
U 44	do 26	Smith, Andrew.	Berth "E," on C.P.R.	16 sq. mls.	33 00	Cordwood.
C 183	do 28	Sanderson, James.	N. Saskatchewan River	2 do	10 00	Saw logs.
No permit issued.	do	Wells, W. C.	In Tps. 27, R's. 5 & 6, W. 4	Not given.	200 00	Lumber.
do	do	Wellman, S.	Berth "G," on C.P.R.	16 sq. mls.	77 00	Cordwood.
do	do	Davis, John	do "L" do	16 do	15 00	do

YEARLY Permits granted to cut Timber in Manitoba, the North-West Territories and on Dominion Lands in British Columbia, &c.—Continued.

No. of Permit.	Date of Grant.	Name.	Location.	Area.	Bonus paid, if acquired by public competition.	Remarks
1888.						
No permit issued.		McCutcheon, A.	Berth "I" on C.P.R.	20 sq. mls.	40 00	Cordwood.
do		McKinnon, P. D.	do "W" do	16 do	301 75	do
do		Foley, B.	do "M" do	16 do	5 70	do
do		Ross, David	do "V" do	16 do	653 50	do
do		McArthur, Peter.	N. shore of Lake Manitoba	Not given.	50 00	Lumber.
do		Sprague, D. E.	In Tp. 6, R. 9 and 10 E.	do	77 00	do
do		Corrigan, Joseph.	Berth "F" on C.P.R.	16 sq. mls.	5 50	Cordwood.
1889.						
C 194	Jan. 8	Clarke, Hon. L.	North Saskatchewan River	Not given.		Cordwood.
V 120	do 11	Kerr, Robert.	32, Tp. 17, R. 17 W.	do		Shingles.
V 238	do 15	Hargrave, J. G.	Berth "B" on C.P.R.	16 sq. mls.	311 00	Cordwood.
C 197	do 17	Hoey, James	Upper Sturgeon River.	Not given.		Lumber.
C 203	do 28	Farney, Wm.	North Saskatchewan River	do		Pine logs.
C 205	do 28	McKay, W. C.	do do	do		Cordwood.
C 207	Feb. 1	Cusitar, James.	do do	do		do
C 209	do 1	Powers, Thomas.	do do	do		Shingles, &c.
C 211	do 1	Mitchell, Hillyard.	do do	do		Rails.
X 195	do 1	Souster, John.	23, Tp. 15, R. 17 W.	do		Cordwood.
E 216	do 14	N.-W. M. Police.	In Tp. 53, R. 22 W. 4.	do		do
No. 279	do 14	McCulloch & Co., H.	28, Tp. 8, R. 23 W. 1.	do		do
No. 334	do 19	Hemmingson, J.	25, Tp. 18, R. 18 W. 1.	do		Lumber.
C 218	do 21	Stobart & Co., Wm	In Tp. 46, R. 2 W 3.	do		Cordwood.
No. 658	do 23	Smith, John	29, Tp. 13, R. 7 E.	do		do
P 116	do 25	Prince, Benjamin.	Eagle Hills	do		do
No. 869	Mar. 7	Kerr, George.	18, Tp. 17, R. 16 W.	do		Spruce lumber.
No. 906	do 11	Flanagan, James.	In Tp. 7, R. 9 E.	do		Posts.
P 118	do 18	Prince, Benjamin.	In Tp. 56, R. 5 and 6.	8 sq. mls.	20 00	Spruce logs.
No. 966	do 18	Wells, Alfred.	4, 5, Tp. 18, R. 3 W.	Not given.		Spruce lumber.
No. 974	do 22	Kerr, Robert.	12, Tp. 17, R. 17 W.	do		do
No. 1028	Apl. 9	Lamb, Peter.	11, Tp. 13, R. 8 E.	1 sq. mile.	50 00	Cordwood.
C 237	May 6	VanLewen, S. W.	In Tp. 48, R. 24 W 2.	Not given.		Sawlogs.
No. 1061	do 29	Ryan, Dennis.	Berth "R" on C.P.R.	16 sq. mls.	10 00	Cordwood.
C 238	June 10	Thompson, Chester	Lily Plain.	Not given.		Pine lumber.
C 240	do 14	McKay, W. H.	do	do		do
F 3	do 24	C. P. Railway Co.	Donald to Port Moody.	do		Railway ties and cordwood.
F 4	do 29	do	Donald to Summit of the Rockies.	do		do do
No. 1108	July 3	Robinson, Wm.	W. shore of Lake Winnipeg	do		Cordwood for steamboat.
No. 1109	do 3	do	do do	do		do do
No. 1110	do 3	Jonasson, Sigtr.	do do	do		do do
No. 1113	do 9	Smith, Samuel.	14, Tp. 2, R. 21 W.	do		Poplar lumber.
No. 1124	do 16	N.-W. Nav. Co.	W. shore of Lake Winnipeg	do		Cordwood.
No. 1125	do 26	do	do do	do		do
No. 1251	do 23	Hudson Bay Co.	Athabaska River	do		Pine and poplar lumber.
C 242	Aug. 14	Mack, James B.	In Tp. 49, R. 24 W. 2.	do		Telegraph poles.
C 243	do 14	Fleury, Patrick.	In Tp. 49, R. 24 W. 2.	do		Spruce lumber.
C 244	do 24	Thompson, Chester	Little Red River	do		Cordwood.
No. 1257	Oct. 2	Hudson Bay Co.	Athabaska River	do		do
C 246	Nov. 16	Ross, James.	Tps. 44, 45, 46, R. 2, 3 W. 3	do		Ties for Qu'Appelle Long Lake and Saskatchewan Ry.
No. 1924	do 20	Penner & Co., C.	Tp. 6, R. 9 E.	do		Sawlogs.
No. 1994	do 21	Ryan, Dennis.	Berth "R" on C.P.R.	16 sq. mls.	30 00	Cordwood.
No. 1995	Nov. 21	Mann Bros.	Berth "Y" on C.P.R.	16 sq. mls.	105 00	Cordwood.
2148	do 28	Hill, Wm.	Sec. 11, Tp. 13, R. 6 E.	1 sq. ml.	5 00	do
2158	Dec. 3	Cameron, A. C.	Sec. 12, Tp. 19, R. 19 W.	Not given.		Tamarac lumber.

YEARLY Permits granted to cut Timber in Manitoba, the North-West Territories and on Dominion Lands in British Columbia, &c.—*Concluded.*

No. of Permit.	Date of Grant.	Name.	Location.	Area.	Bonus paid, if acquired by public competition.	Remarks.
	1889.				\$ cts.	
1260	Dec. 5	Bolduc, Regis.....	In Tp. 52, R. 22, W. 4.....	Not given.		Cordwood.
2274	do 6	Giesbrecht, W.....	In Tp. 4, R. 7 E.....	do		Saw logs.
2283	do 9	Wellman, C.....	Berth "Q" on C.P.R.....	16 sq. mls.	33 00	Cordwood.
2559	do 17	Latta, Wm.....	Berth "L" on C.P.R.....	16 do	10 00	do
P 133	do 18	Skelton, J. M.....	In Tp. 44, R. 17, W. 3.....	Not given.		do
B 2	do 26	Hutchinson, W. H.	N. Saskatchewan River.....	do		do
No. 2842	do 27	Kelly, Bros., C.....	Berth "A" on C.P.R.....	16 sq. mls.	403 00	do
No permit issued.		Humphreys, R.....	29, Tp. 12, R. 8 E.....	1 sq. ml..	11 50	do
do		Sinnott, John.....	29, Tp. 13, R. 7 E.....	1 do	103 00	do
do		Pollack, John.....	3, Tp. 33, R. 3, W. 2.....	2 sq. mls.	20 00	do
do		Monilaws, George.....	In Tp. 22, R. 4 and 5, W. 5.....	36 do	25 00	do
do		Morton, George.....	36, Tp. 1, R. 21, W. 2.....	1 sq. ml..	10 00	do
do		Jonasson, Sigtr.....	Hole River and Lake.....	Not given.	60 00	do
do		Walsh, Thomas.....	Berth "E" on C.P.R.....	16 sq. mls.	41 00	do
do		Severson, Peter.....	do "M" do.....	16 do	77 00	do
do		Ross, David.....	do "V" do.....	12 do	51 00	do
do		Frazer, Wm.....	do "F" do.....	16 do	1 00	do
do		Pools, John S.....	do "N" do.....	16 do	55 00	do
do		Wilson, Wm.....	do "O" do.....	16 do	73 00	do
do		Wood, D. D.....	do "No. 27" do.....	16 do	125 00	do
do		Hargrave & Co., J. G.....	do "B" do.....	16 do	511 00	do
do		Bemond, John.....	do "X" do.....	16 do	46 00	do
do		McKinley, W. J.....	do "G" do.....	16 do	102 00	do
do		Clements, G.....	do "P" do.....	15 do	22 00	do
	1890.					
No. 2915	Jan. 2	Smith, A. C.....	Berth "Z" on C.P.R.....	16 sq. mls.	115 00	do
1264	do 29	Lestang, Rev. M.....	Big Lake, Alberta.....	Not given.		Tamarac posts.
3212	do 30	Keating, Peter.....	Tp. 6, R. 8 E.....	do		Logs.
B 12	Feb. 2	N.-W. Mounted Police.....	Shell River, Saskatchewan.	do		Tamarac lumber.
No permit issued.		do do	N. Saskatchewan River.....	do		Cordwood.
do		Beynon, G. W.....	4, Tp. 17, R. 16 W.....	1 sq. ml..	10 00	do
do		Roberts, Henry.....	36, Tp. 19, R. 22 W.....	1 do	30 00	do
do		Roberts, E.....	In Tps. 22 and 23, R. 20 W.....	24 sq. mls.	125 00	do
do		Crawford, John.....	6, Tp. 18, R. 15 W.....	1 sq. ml..	30 00	do
do		Lamb, Peter.....	11, Tp. 13, R. 8 E.....	1 do	37 00	do
do		Barclay, E. J.....	14, Tp. 21, R. 24 W.....	1 do	159 45	do
do		Christie, J. A.....	In Tp. 21, R. 20 W.....	36 sq. mls.	9 75	Burnt timber.

DEPARTMENT OF THE INTERIOR,
OTTAWA, 10th April, 1890.

RETURN

(42)

To an ORDER of the HOUSE OF COMMONS, dated the 23rd January, 1890 :—For a Statement showing the amount of money expended by the Dominion in each province since Confederation, to the 30th June, 1889, under the following heads :—

1st. Subsidies to railways in each province, excepting the Canadian Pacific main line and Sault Branch.

2nd. The several railways built by the Dominion in each province, including the Intercolonial branches and extensions, but not the main line as originally constructed.

3rd. The buildings erected or purchased in each province, their location and cost.

By order.

J. A. CHAPLEAU,

OTTAWA, 25th February, 1890.

Secretary of State.

STATEMENT showing Expenditure on Railways in each Province.

1. Subsidies to Railways in each province, excepting the Canadian Pacific main line and the Sault Branch :—

Ontario.....	\$3,061,905
Quebec	2,428,344
New Brunswick	888,731
Nova Scotia.....	26,138
British Columbia	750,000

2. The several railways built by the Dominion in each province, including the Intercolonial branches and extensions, but not the main line as originally constructed :—

Quebec, including the purchase of the Rivière du Loup Branch.....	\$5,520,323 26
New Brunswick	3,371,854 74
Nova Scotia.....	7,821,070 19

RETURN

(42a)

To an ORDER of the HOUSE OF COMMONS, dated 23rd January, 1890, with statement showing the amount of money expended by the Dominion in each Province since Confederation to the 30th June, under the following heads:—1st Subsidies to railways in each Province, excepting the Canadian Pacific Main Line and Sault Branch; 2nd The several Railways built by the Dominion in each Province, including the Intercolonial branches and extensions but not the Main Line as originally constructed; 3rd The buildings erected or purchased in each Province, their location and cost.

By order,

J. A. CHAPLEAU, *Secretary of State.*

OTTAWA, 1st April, 1890.

NOTE.—This Return is an amended Return to take place of Return laid on the Table of the House 26th February, and printed under No. 42.

OTTAWA, 29th March, 1890.

SIR,—Referring to my letter, No. 36,973, 24th Feb., 1890, transmitting Return to an Order of the House of Commons, dated 23rd January, 1890, for a statement showing the amount of money expended by the Dominion in each Province since Confederation &c., on account of subsidies to Railways and Railways built—which Return was laid on the Table of the House, and printed under the No. 42—I have now the honor to request, as an error in the distribution of amounts paid to Provinces has been discovered, that you will be good enough to substitute the herewith transmitted and corrected statement for that originally rendered.

I have the honor to be, sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

The Under Secretary of State, Ottawa.

AMENDED STATEMENT showing the amount of money expended by the Dominion in each Province since Confederation to the 30th June, 1889, under the following heads:—

1. Subsidies to Railways, excepting the Canadian Pacific Main Line and Sault Branch:

Ontario.....	\$1,970,846
Quebec.....	2,428,344
New Brunswick.....	890,118
Nova Scotia.....	1,115,812
British Columbia.....	750,000

2. The several railways built by the Dominion in each Province, including Intercolonial branches and extensions but not the Main Line as originally constructed:

Quebec, including purchase of Rivière du Loup Branch.....	\$5,520,323 26
New Brunswick.....	3,371,854 74
Nova Scotia.....	7,821,070 19

RETURN

(43)

To an ORDER of the HOUSE OF COMMONS, dated the 12th February, 1890;—For a List of Indian Reserves within the Province of Manitoba, giving location and area of each one, number of Indians belonging to it at the time of location of such Reserve, and number now actually living on same.

By order.

J. A. CHAPLEAU,

OTTAWA, 25th February, 1890.

Secretary of State.

RETURN to an Order of the House of Commons for a List of Indian Reserves within the Province of Manitoba, giving location and area of each one, number of Indians belonging to it at the time of location of such reserve, and number now actually living on same.

Name.	Location.	Area, Square Miles.	Population at time of Location.	Number now Living on Reserve.
<i>Treaty No. 1.</i>				
St. Peter's.....	On both banks of Red River, near its mouth on Lake Winnipeg. Approximate.....	75·00	1,168	1,138
Rosseau River.....	At mouth of Rosseau River, on east bank.....	22·11	260	263
Fort Alexander.....	On both sides of Winnipeg River, near its mouth on Lake Winnipeg.....	27·34	508	540
Brokenhead River.....	On both sides of Brokenhead River, near its mouth on Lake Winnipeg.....	21·08	363	223
Sandy Bay.....	On the west shore of Lake Manitoba.....	19·00	225	5
Long Plain.....	On west bank of Assiniboine River, in Townships 9 and 10, Range 8, west of 1st Meridian.....	17·00	309	128
Swan Lake.....	North shore of Swan Lake, in Township 5, Range 11, west of 1st Meridian.....	19·22	447	.....
Hamilton's Crossing.....	Section 11, Township 9, Range 9, west of 1st Meridian (set apart for part of Swan Lake Band, who have gardens at this point).....	1·00	.....	109
<i>Treaty No. 2.</i>				
Ebb and Flow Lake.....	On the west shore of Ebb and Flow Lake.....	16·94	168	63
Crane River.....	At the mouth of Crane River, on the west shore of Lake Manitoba.....	12·40	63	63
Fairford.....	On both banks of Fairford River.....	18·32	192	176
Lake St. Martin.....	At the Narrows of Lake St. Martin.....	6·39	121	75
Sandy Bay, Lake St. Martin.....	At Sandy Bay, on the west shore of Lake St. Martin.....	5·00	107	104
Little Saskatchewan Riv.	At the mouth of the Little Saskatchewan River, west shore of Lake Winnipeg (not surveyed).....	.....	
Lake Manitoba.....	At Dog Creek, on the east shore of Lake Manitoba.....	14·80	160	102
Pine Creek.....	At the mouth of Pine Creek, west shore of Lake Winnipeg (Indians of Treaty No. 4).....	14·29	78	51

RETURN to an Order of the House of Commons for a List of Indian Reserves,
&c.—*Concluded.*

Name.	Location.	Area, Square Miles.	Population at time of Location.	Number now Living on Reserve.
<i>Treaty No. 2—Con.</i>				
Waterhen River	At the mouth of Waterhen River, on south shore of Waterhen Lake.. ..	7 21	125	104
Fisher River	At the mouth of Fisher River, west shore of Lake Winnipeg.. ..	14 06	.....	324
Jackfish Head	On west shore of Lake Winnipeg	4 19	72	78
Riding Mountain	In the Riding Mountains, in Township 18, Range 21, west of 1st Meridian	8 75	113	134
Way-way-see-capo	On Bird Tail Creek, in Townships 19 and 20, Ranges 25 and 26, west of 1st Meridian (Indians of Treaty No. 4).. ..	40 00	190	161
Gambler's Reserve	At mouth of Silver Creek, in Townships 18 and 19, Ranges 19 and 20, west of 1st Meridian (Indians of Treaty No. 4).. ..	31 52	118	128
Rolling River	On the Rolling River, in Townships 16 and 17, Range 19, west of 1st Meridian	18 75	141	123
Enoc's Reserve	At the mouth of Bird Tail Creek, in Township 15, Range 27, west of 1st Meridian (Sioux).. ..	10 75	.....	108
Oak River	At the mouth of Oak River, in Townships 9 and 10, Range 23, west of 1st Meridian (Sioux).. ..	12 40	.....	276
Oak Lake	In Townships 7 and 8, Range 26, west of 1st Meridian (Sioux).. ..	4 00	.....	55
Turtle Mountain	Section 31, Township 1, Range 22, west of 1st Meridian (Sioux)	1 00	.....	34
<i>Treaty No. 3.</i>				
37 E.	A reserve at the north-west angle adjacent to the international boundary, belonging to Band No. 37 of Treaty 3.....	1 08	.....	.....
34 E.	Adjoins 37 E; belongs to Band No. 34 of Treaty 3.....	1 17	.....	.....
Buffalo Bay, No. 36	At Buffalo Bay, on the west shore of Lake of the Woods.....	9 00	43	41
Reserves Nos. 39 and 40..	A small portion of these reserves, situated on the west shore of Shoal Lake, Lake of the Woods district, lies within the limits of Manitoba.....	.....	.....	.....
<i>Treaty No. 4.</i>				
Shoal River	A fishing station for Indians of the Pelly district, situated at the mouth of Shoal River, Dawson's Bay, Lake Winnipegosis.....	1 50	.....	.....
<i>Treaty No. 5.</i>				
Black River	At the mouth of Black River, on the east shore of Lake Winnipeg	3 13	53	66
Hollow Water River	At the mouth of the Hole of Hollow Water River, on the east shore of Lake Winnipeg.. ..	5 18	83	98
Loon Strait	At the mouth of Loon Creek, on the east shore of Lake Winnipeg	1 77	35	29
Blood Vein River	At the mouth of Blood Vein River, on the east shore of Lake Winnipeg	5 27	104	101
Beren's River	At the mouth of Beren's River, on the east shore of Lake Winnipeg	11 56	228	216
Little Grand Rapids	At Little Grand Rapids, on Beren's River.....	8 75	.....	.....
Pekangekum	At Pekangekum Lake, Beren's River.....	3 50	218	218

RETURN

(48)

To an ORDER of the HOUSE OF COMMONS, dated the 23rd January, 1890, for a statement in detail showing the expenditure made in connection with the Marine and Immigrant Hospital at Quebec since the 30th June, 1886, the said statement giving :—

1. The sum voted each year by the Dominion Parliament.
2. The amount expended.
3. The number of sailors and immigrants taken in each year, and the total number of days that each of these passed in the Hospital.
4. The number of persons not being sailors or immigrants taken into the said Hospital, and the number of days that each of this class passed there.
5. The total cost day by day of each patient.
6. The amount received by the Government for the patients who are neither immigrants nor sailors.
7. The amount received from the Sick Mariners' Fund under the Act 49 Vic., Chap. 76, Section 16.

By Order,

J. A. CHAPLEAU,
Secretary of State.

OTTAWA, 3rd March, 1890.

SUM VOTED each year (since 30th June, 1886) by the Dominion Parliament :—

Year ending 30th June, 1887.....	\$20,000
do 1888.....	20,000
do 1889.....	20,000

Amount expended since 30th June, 1886 :—

Year ended 30th June, 1887.....	\$19,706 96
do 1888.....	18,777 62
do 1889.....	18,643 14

Number of sailors and immigrants taken in each year and the total number of days that they passed in the Hospital :—

	1887.	No.	Days.
Seamen.....	185		3,249
Immigrants.....	54		967
1888.			
Seamen.....	318		4,179
Immigrants.....	63		786
1889.			
Seamen.....	211		4,571
Immigrants.....	31		223

Number of persons, not being sailors or immigrants taken in and the number of days they passed there:—

	1887.	No.	Days.
Residents.....		309	8,872
	1888.		
do		284	8,850
	1889.		
do		109	5,079

Cost per diem of each class of patients:—

Seamen, immigrants and residents, 1887.....	\$1 50	per diem.
do do 1888.....	1 35	do
do do 1889.....	1 88	do

Amount received by the Government for patients who are neither immigrants nor sailors:—

Year ended 30th June, 1887.....	\$1,965 67
do 1888.....	1,931 92
do 1889.....	1,920 66

Amount received from the Sick Mariners' Fund under the Act 49 Vic., Chap. 76, Section 16, at the Port of Quebec:—

Year ended 30th June, 1887.....	\$8,041 64
do 1888.....	7,588 16
do 1889.....	6,053 08

STATEMENTS

(59g)

And Correspondence in reference to the Harbor Works at Quebec; Graving Dock at Esquimaat, etc.

STATEMENT AND COPIES OF ACTS OF PARLIAMENT *RE* CONSTITUTION OF HARBOR COMMISSION, QUEBEC.

STATEMENT IN REPLY TO FOLLOWING QUESTION :—

Is the majority of the Quebec Harbor Commissioners appointed by the Federal Government?

The Commission is composed of nine members: of whom the Government appoints five (5).

The Act of 1873 (36 Vic., Chap. 62, Sec. 1,) provided for the appointment of 9 Commissioners: 3 to be named by the Government, 2 by the Quebec Board of Trade, 1 by the Levis Board of Trade, and 3 by the shipping interests of Quebec.

This Act of 1873 was, however, amended by 38 Vic., Chap. 55, of 1875, and it was enacted that 5 Commissioners would be appointed by the Government, 1 by the Quebec Board of Trade, 1 by the Levis Board of Trade, and 2 by the shipping interests.

See the following copies of extracts of the Acts above referred to :—

36 *Vict., Chap., 62* [1873].

1. The Corporation of the Quebec Harbor Commissioners shall, until the first day of October, which will be in the present year of Our Lord one thousand eight hundred and seventy-three, remain constituted as it now is; but upon, from and after the said day the said corporation shall be constituted and consist of nine members,—three of whom shall be appointed by the Governor, two by the Council of the Quebec Board of Trade, one by the Council of the Levis Board of Trade, and three by the owners, consignees and agents who shall have paid harbor dues on vessels, goods, wares and merchandise, or otherwise, to the amount hereinafter set forth.

38 *Vict., Chapter 55, Secs. 6 and 7* [1875].

6. From and after the first day of January next after the passing of this Act, the members of the Corporation of the Quebec Harbor Commissioners, elected by the Council of the Quebec Board of Trade, the Council of the Levis Board of Trade, and by the owners, consignees and agents having paid harbor dues on vessels, goods, wares and merchandise, or otherwise, to the amount required by the Act thirty-six Victoria, chapter sixty-two, shall cease to form part of the said Corporation of the Quebec Harbor Commissioners; and so much of the Act cited in the preamble to this Act as is inconsistent with this section is hereby repealed.

7. The said corporation shall thereafter be constituted and consist of nine members, five of whom shall be appointed by the Governor; and the remaining four shall consist of one member to be elected by the Council of the Board of Trade of the City of Quebec, one member to be elected by the Council of the Board of Trade of the Town of Levis, and two members representing the shipping interest as defined in the Act, cited in the preamble of this Act, and elected in the manner provided by the said Act.

 STATEMENT, &c., *RE* PRICE PAID TO CONTRACTORS FOR DREDGING IN HARBOR OF QUEBEC, IN 1887.

(Memorandum.)

In re DREDGING, HARBOR WORKS, QUEBEC.

From the Engineer in charge I have learned that in 1882 a contract—based on plans, etc., prepared by Kinipple & Morris, of London, England, then Engineers of harbor works, was entered into by the Harbor Commissioners and Messrs. Larkin, Connolly & Co., for certain dredging in connection with the harbor works then in progress, at a graduated set of prices according to depth as follows:—

To 15 feet at low water	27 cents
From 15 to 20 feet at low water.....	29 “
“ 20 to 23 “	35 “
“ 23 to 26 “	45 “
“ 26 to 36 “	55 “

the materials to be placed in the embankment.

This contract was continued until the end of 1886 when it was closed.

Early in May—1887—I, as their Chief Engineer, stated to the Commissioners that a large quantity of dredging remained to complete the area of the wet basin to a depth of 15 feet at low spring tides, that it was desirable a portion of the works should be proceeded with during the the ensuing summer, and I enclosed a copy of a letter I had addressed to Larkin, Connolly & Co., asking for a price at which they would do the dredging in question, the measurement to be made as previously done, and the material placed either in the embankment or the river. Messrs. Larkin, Connolly & Co. stated their price to be 35 cents per yard, and a copy of their letter I also sent to the Commissioners, recommending the offer for their consideration, and stating that I considered the price fair and reasonable; and suggested that if the offer was accepted the expenditure during the year 1887 be limited to \$100,000.

This offer was accepted and a contract duly entered into, containing provision as to the amount of work to be done, cancellation of contract, &c., which I am unable to state, not having a copy of the contract.

Dredging under this price was done during the seasons of 1888 and 1889.

With reference to the price, I was in 1887 and still am of the opinion that it was a fair and reasonable one, taking into consideration the circumstances under which the work was done, circumstances which had changed from those of 1882, owing to the construction of the cross-wall, the greater distance to which the material placed in the embankment had to be finally deposited, &c.

With this contract, the price paid, the payments for work done, &c., the Department of Public Works had not anything to do, the whole being entirely within the province of the Harbor Commissioners of Quebec.

My connection therewith is simply, that the services of Kinipple & Morris as Engineers were dispensed with in 1883, and the works were, with the consent of the Honorable the Minister of Public Works, placed under my charge as Chief Engineer to the Commissioners, and the Engineering Staff at Quebec subject to my orders; and this arrangement has existed to the present time.

In the correspondence with the Commissioners and referred to herein I have used the term “Chief Engineer” to signify that I wrote as their Chief Engineer, and not as the Chief Engineer of the Department of Public Works.

Respectfully submitted,

HENRY F. PERLEY, *Chief Engineer.*

14th May, 1890.

In following pages can be seen the correspondence and contracts having reference to this dredging.

DEPARTMENT OF PUBLIC WORKS, 12th May, 1890.

JAMES WOODS, Acting Secretary Harbor Commission, Quebec.

Please mail me to-day copy of original contract with Larkin, Connolly & Co., for dredging, of which the contract before Charlebois in eighty-seven was an amendment or an average. If there are more than one send all and wire. Thanks for answers to previous telegrams.

A. GOBEIL.

HARBOR COMMISSIONERS' OFFICE, QUEBEC, 12th May, 1890.

SIR,—I have the honor to acknowledge receipt of your telegram, asking for copy of the first dredging contract with Messrs. Larkin, Connolly & Co., and herewith enclose the document in question; but I would like here to note that the contract of 1887 is not an amendment to that of 1882, both being perfectly separate transactions, and, that that of 1882 was completed and closed before the contract of 1887 was entered upon.

I remain, Sir, your obedient servant,
JAS. WOODS, *Acting Secretary-Treasurer.*

A. GOBEIL, Esq., Secretary, Department of Public Works, Ottawa.

On this twenty-fifth day of September, in the year of Our Lord one thousand eight hundred and eighty-two;

Before Jean Alfred Charlebois, the undersigned Notary Public duly commissioned and sworn in and for that part of the Dominion of Canada called the Province of Quebec, residing in the City of Quebec, in the said Province;

Personally came and appeared Pierre Vincent Valin, of the City of Quebec, Esquire, Merchant, the President of the Quebec Harbor Commissioners, a body politic and corporate, whereof the chief place of business is situate at the said City of Quebec, and Ambroise Hector Verret, of the said City of Quebec, Esq., Secretary-Treasurer, of the Quebec Harbor Commissioners, the said Pierre Vincent Valin and Ambroise Hector Verret acting herein in the name and for the benefit of the said Quebec Harbor Commissioners, specially authorized to sign and execute these presents after the same shall have been approved of by the Resident Engineer on behalf of the Engineers, and by the legal advisers by and in virtue of that certain resolution passed by the said Quebec Harbor Commissioners, at a meeting held in Quebec on the thirteenth day of the month of September, a duly certified copy of which said resolution remains annexed to the original hereof signed by the parties hereto and by the said Notary *ne varietur* parties of the first part;

Patrick Larkin, of the town of St. Catharines, in the Province of Ontario, contractor, Nicholas Knight Connolly, of the town of St. Catharines, but for the time being residing at the village of Lauzon, in the County of Levis, in the Province of Quebec, contractor, and Owen Eugene Murphy, of the said town of St. Catharines, for the time being of the village of Lauzon, contractor, the said Patrick Larkin and Nicholas K. Connolly and Owen E. Murphy carrying on business in partnership at Quebec and St. Catharines under the style and firm of Larkin, Connolly & Company, parties of the second part;

Which said parties have in the presence of the said Notary, declared, covenanted and agreed together in manner following, that is to say:

Whereas the said Quebec Harbor Commissioners being desirous of making certain dredging required in connection with the Harbor Works in course of construction in the River St. Charles, did, on or about the twenty-third day of June last, (1882), advertise in the public newspapers inviting tenders for the construction of the said works, said tenders to be received on or before the fourth day of July then next and now last past;

And whereas in consequence of such advertisement as aforesaid divers tenders were received by the Quebec Harbor Commissioners on or before the said fourth day of July;

And whereas the said Quebec Harbor Commissioners, after having carefully examined the tenders which were submitted to them as aforesaid for the construction of the said proposed works, have decided to accept and have accepted the tenders of the said parties of the second part ;

And whereas the tender of the parties of the second part, accepted by the said Quebec Harbor Commissioners, as aforesaid was as by law required, submitted by them to the Honorable the Minister of Public Works and the Minister of Marine and Fisheries, for their approval ; and whereas the said acceptance of the said tender was duly sanctioned, as appears by a report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the twenty-sixth day of August last, as set forth in that certain letter from the Honorable the Minister of Public Works, addressed to the Harbor Commissioners, said letter missive dated at Ottawa the eighth day of September ;

And whereas, it hath been agreed by and between the said parties to these presents that a contract shall be entered into by and between them the said parties to these presents of the said dredging required in connection with the harbor works in course of construction on the River St. Charles, subject in all respects to the form of tender and conditions herein contained, issued by the said Quebec Harbor Commissioners ;

Therefore these presents and I the said Notary, witness that the said parties of the second part did and do hereby undertake and promise, bind and oblige themselves jointly and severally, *conjointement et solidairement*, their heirs and assigns, to execute, perform and complete in a good and workmanlike manner, to the satisfaction of the Quebec Harbor Commissioners and Engineers, all that certain dredging required in connection with the harbor works in course of construction in the River St. Charles ;

The work to be done to include dredging, hauling, hoisting and depositing the material to be excavated inside the works as may be directed, from time to time, by the Engineers or Resident Engineer, and in accordance with the plans, at a price per cubic yard by scow, barge, tub or box measurement, as so deposited ;

It being agreed that the following schedule of quantities and depths below low water mark, Commissioners' gauge, represents the work required to be performed and the price to be paid :—

Quantities.	Depth below water for dredg- ing & depositing.	Price per cubic yard.
	Feet.	cts.
168,500 cubic yards...	15	27
90,000 "	From 15 to 20	29
90,000 "	" 20 to 26	35
55,000 "	" 23 to 26	45
20,000 "	" 26 to 36	55

It being agreed also that the measurement capacity of the plant employed shall be determined by the Resident Engineer or his assistant, and the duty of determining when any means of conveyance contains full loads shall devolve upon the inspectors appointed, and their decision or the decision of any one of them under the orders of the Engineers or Resident Engineer as to quantity or place of deposit shall be final ;

The material to be removed consisting of sand, shingle and boulders with a top surface of clay and slurry, the whole work to be executed in accordance with plans in form of tender and conditions contained in all, or any of these, prepared by the Engineers of the Quebec Harbor Commissioners, and this contract provided that, if it should become necessary to remove the boulders over two yards, such work is to be considered extra and to be performed by the parties of the second part upon terms to be agreed upon between them and the Engineer of the said Harbor Commissioners ;

Which said form of tender and conditions remain annexed to the originals heretofore, having been signed by the parties hereto and by the undersigned notary, the plans numbered one and two having been returned to the parties hereto after having been also signed and paraphed by the parties hereto and the undersigned notary, the said dredging to be executed and performed in accordance with all the other future drawings which the Engineers or Resident Engineer of the said Quebec Harbor Commissioners may consider necessary from time to time in the carrying out of the said proposed works, and shall each and all be considered as forming integral parts of the present contract to all intents and purposes whatsoever;

It is understood and acknowledged that the plan number one shows generally the area to be dredged and place or places of deposit of the dredged material;

That the plan number two shows the general depth of dredging to be done under this contract in longitude and cross section;

The contractors are not to dredge below the depths that shall be given from time to time by the Resident Engineer, and any dredging so executed will not be paid for by the Commissioners;

The dredgings are to be done to the depth ordered and the various areas are to be brought to one uniform level of their respective depths.

The places of area of deposit is shown on plan and is bounded by the coping line of the northern cribwork and the coping line of the wet dock and tidal harbor walls where such area has not already been utilized for this purpose;

The deposited materials to be brought up to a uniform level of the present coping;

And it is also agreed that the works are to be carried out from time to time in accordance with the plans as aforesaid and as shall be directed by the Engineers or Resident Engineer;

That the said parties of the second part hereby undertake and promise to commence effectively the said works so as to finish before the first day of November next year all the deep dredging necessary for the cross-wall and twenty thousand cubic yards from twenty-six to thirty-six feet below low water mark under the entrance works and to completely finish the same in accordance with the said plans, drawings, form of tender, contract, and conditions, contained in all or any of these on or before the first day of November of the year one thousand eight hundred and eighty-four;

That in the event of the said parties of the second part, otherwise termed the contractors, failing to execute or perform the said works to the entire satisfaction of the Quebec Harbor Commissioners or their Engineers, the said Harbor Commissioners may, after ten days' notice in writing to that effect given to the contractors, execute all and every work necessary and required by this contract and deduct the cost of the same beyond the schedule rates from any balance or deposit held by the said Harbor Commissioners to the credit of the said contractors;

That the price per cubic yard or consideration herein mentioned based upon the quantities of work done at the respective depths indicated shall be considered the total amount due for the said work when completed, and the said parties of the second part shall have no claim to any extras except such as are herein provided, and the said price shall be considered as inclusive of all and everything requisite for the perfecting and completing of the whole of the said works;

That the following list of contingent items shall be taken and considered as absolutely included in the contract or schedule prices and for all other contingencies of every description, half expenses of contract, liability for all injuries and damages, superintendence, all plant and tools of every description, guarantee and liability, maintaining plant during progress of work, accidents of every kind during progress of works until taken over by Quebec Harbor Commissioners.

That the parties of the second part shall not assign or sublet the whole or any part of the works without permission in writing from the Engineers, and no certificates for payment will be granted for any work executed by other parties than those who have received sanction in writing from the Engineers, nor will any work

executed without such sanction be taken into account as work done under this contract;

That the work is to be under the full and entire direction of the Engineers and Resident Engineer, of the said Quebec Harbor Commissioners, or any of their assistants, superintendents, inspectors or clerks who may be appointed from time to time by the Harbor Commissioners, and the works shall be executed and completed by the parties of the second part to their entire satisfaction and within the time stipulated in the contract;

That the Quebec Harbor Commissioners, or their Engineer, shall have power to make from time to time any addition to or deduction from the quantities as specified or to add to or omit any of the works or to modify or alter the works as circumstances shall appear to them to require without rendering void or in any respect vitiating the contract: the value of such conditions, omissions or alterations to be determined by the Engineers, in accordance with the schedule of rates and prices given herein, provided, however, that there shall be no change made by the said Engineers or Harbor Commissioners in the depth to which the said contractors are required to dredge, without the consent of the said parties of the second part;

That the parties of the second part are to execute in the best and most workmanlike manner all work that may be ordered by the Engineers according to the true meaning and intent of the specification contract and conditions and finish the same to the entire and full satisfaction of the Engineers in charge of works;

That the parties of the second part when ordered by the Engineers are immediately to remove or dredge out all materials that may have washed into any dredged area that has been finished to its proper depth at the schedule rate corresponding to the depth, including the deposit of the same in the works where directed; and in the event of the parties of the second part refusing to perform the said work it shall be lawful, after ten days' notice in writing to the contractors, for the Quebec Harbor Commissioners to have the whole or any part of the said work executed and to deduct the extra cost of the same beyond the schedule rates from any balance or deposit in the hands of the Commissioners;

That in the event of the parties of the second part failing to effectively commence the said works as soon as the working season is commenced, the said parties of the second part shall be held to pay to the said Quebec Harbor Commissioners as ascertained and liquidated damages the sum of \$50 a day for each day's delay or portion of a day, and in the event of the said parties of the second part failing to finish and deliver the said works within the time or at the date herein above stipulated, they the said parties of the second part, shall be liable and are to pay to the Quebec Harbor Commissioners, as ascertained and liquidated damages, the sum of two hundred and fifty dollars for every week or part of a week during the working season from and after the first of November, 1884, the said works remain unfinished;

These two clauses are to be considered as penal clauses and are not comminatory, and the penalties cannot be reduced for any consideration or reason whatsoever;

All works of which part only may be shown on the drawings or mentioned in the specification or bills of quantities or form of tender and conditions, contained in each and all of these or details which have been evidently omitted, or which on a fair and reasonable construction by the engineers of the said drawings, specifications, bills of quantities, form of tender, or conditions contained in each and all of these are covered by and included in the contract, shall be considered as forming part of this contract and their value included in the schedule rates at which the contract is taken. Should any ambiguities or other discrepancies occur between the drawings, specifications, bills of quantities, form of tender or conditions contained in each and all of these or contract or between all or any of these or other documents in connection with these works the same shall be referred to the Engineers or either of them at the option of the parties of the first part.

The contractor is at his sole cost to provide all plant and any materials or things whatsoever in connection with the same to the full extent found necessary or requisite in the opinion of the Engineers or the Resident Engineer for the due and

proper execution, performance and completion of the whole works contracted for together with that required for any alterations or additional works, such plant is to be modern in its kind and of a character equal to the importance and extent of the work and expressly well adapted for its uses, otherwise upon notice in writing from the Engineers or the Resident Engineer it must be removed;

The contractor shall at his sole cost during the whole term of his contract, uphold, maintain and keep in a perfect, sound and safe condition and good state of repair the various plant and temporary works;

As an additional security for the due fulfilment of the contract the Commissioners are to have a lien upon the whole of the materials and contractors' plant found upon or near the lands of the Harbor Commissioners or beyond high water mark or elsewhere if proved to have been used or supplied for the works at any time or to be in use, and the same shall become and continue in all cases and during the execution or carrying out of the whole or any portion of the works and until the entire completion of the works, the absolute property of the Commissioners, and shall not be subjected to any attachment or seizure by any of the creditors of the contractors, and further shall be held as conveyed over to the Commissioners without any deed or conveyance being mentioned in the contract, and the contractor is hereby strictly prohibited from moving the same or any portion thereof, during the progress of the works without first obtaining the sanction of the Engineers or the Resident Engineer in writing;

In the event of the failure by the contractor to carry out this contract or in case of his not proceeding with the works in a proper and satisfactory manner, the Commissioners shall, after fifteen days' notice to the contractors and without any process of law being necessary, have the power of taking possession of the whole of the materials and plant belonging to the contractor and of using the same without charge in carrying on and completing the works or of selling the same and retaining the proceeds thereof towards an indemnity for any breach of contract by the contractors;

The Commissioners after the full completion of the works to their entire satisfaction and that of their Engineers will yield up to the contractor,—who shall not make any claim for use thereof or for maintenance or any deteriorated condition it may then be found in—the whole of the plant, and any surplus materials, and the contractors shall then take immediate possession and may sell or not but they shall remove or cause to be removed the whole of the same from off the lands of the Commissioners within two months during navigation from the date of delivery by the Commissioners, failing which the Commissioners may again take possession of the plant upon a written notice from themselves, and sell the same by auction or otherwise, and hand over to the contractor the proceeds of such sale or sales, after deducting all expenses incurred in connection therewith, and furthermore shall have power to demand and deduct by way of rent charge, a proportionate sum for any area of land or water space so covered or occupied by such plant.

It is further agreed and stipulated that monthly payments—between the first and tenth of each month—shall be made to the parties of the second part as the work proceeds upon the Engineer's certificates, and will be made within a reasonable time after they have been handed to the Commissioners and of and from the amount payable under each such certificate, the said Engineers shall deduct ten per cent. which shall be retained in hand by the said Quebec Harbor Commissioners, as security for the due fulfilment of all and every the obligations hereby entered into until the same is returned to the parties of the second part or otherwise disposed of, as hereinafter mentioned.

That the Engineers or one of them, when the whole of the work shall have been properly and satisfactorily executed and completed, in accordance with this present contract and form of tender, quantities, schedule of rates and plans, at the date or dates fixed upon for the completion of the whole of the said works and all actions, suits, claims, penalties, liabilities, outstanding accounts, costs, expenses, injuries and demands whatsoever shall have been properly discharged, satisfied, paid or otherwise arranged for, will grant to the parties of the second part a final certificate for

the whole of the balance or balances due to them under the contract including the ten per cent retained;

And upon the presentation of such final certificate the said Quebec Harbor Commissioners shall pay to the said parties of the second part the said balance or balances and percentage and also the amount of ten thousand dollars deposited as security and hereinafter mentioned, failing the settlement of all claims and penalties as aforesaid the said Commissioners receive the right to recoup themselves out of any of the said balance of money, percentage and amount given as security belonging or coming to the parties of the second part for and on account of any expenses incurred by them in making good claims, damages and losses from any cause whatsoever;

That in the event of any disputes arising during the progress of the work between the parties of the second part and the parties of the first part respecting the work to be done, the same shall be proceeded with by the contractors as directed by the Engineers until the completion of the work, when all matters in dispute between the parties shall after such completion of the work, be referred to the Dominion arbitrators, whose decision shall be final and binding on all parties, absolutely without any power to appeal to any court of law, provided however that the parties of the second part, have at the time of such dispute, notified the said Quebec Harbor Commissioners, by a notice in writing, of their intention of proceeding with such work in dispute as directed by the Engineer, under protest, and of their intention of submitting such dispute to arbitration as aforesaid.

And as security for the due fulfilment of the present contract and of the faithful and perfect execution of the said works, in strict accordance with the said form of tender hereunto annexed and conditions herein contained, and also in strict accordance with the aforesaid contract drawing marked one and two identified as aforesaid, and in further accordance with all other detailed working drawings made in conformity with this present contract, which the said Engineers may consider necessary, the said parties of the second part have, previously to the execution hereof, deposited under the name of the Quebec Harbor Commissioners, the sum of ten thousand dollars to the credit of the said Quebec Harbor Commissioners, in full pledge and guarantee of the execution of all and singular their obligation under these presents.

And it is hereby clearly understood and agreed that the said sum of ten thousand dollars has been so deposited to the order of the said Quebec Harbor Commissioners to guarantee to them the due payment of any sum or sums of money which may become due to the said Quebec Harbor Commissioners by the said parties of the second part during the execution or after the completion of the said proposed works, provided the said sum or sums of money be due owing by reason of any cause arising from the clauses, stipulations, and conditions contained in the said form of tender and contract or from any causes arising from said works or any parts thereof being constructed without the aforesaid contract, contract drawings and detailed working drawings being duly observed, followed out and realized in their integrity, it being the intention of the said parties hereto that the said sum of ten thousand dollars shall be considered as a guarantee to the said Quebec Harbor Commissioners for the due fulfilment on the part of the said parties of the second part of the said present contract only so far as the said last mentioned sum of money may extend without prejudice to any further just claim which the said Quebec Harbor Commissioners may hereafter have against the said parties of the second part arising out of the present contract, and the execution or non execution of the said works or any parts thereof. It is hereby further understood that the said Quebec Harbor Commissioners may return to the said parties of the second part the said sum of ten thousand dollars or such other portion thereof as they the said Commissioners may then consider fit to do at any time during the existence of the present contract;

And it is hereby agreed by and between the said parties to these presents that the aforesaid sum of ten thousand dollars so deposited in favor of the said Quebec Harbor Commissioners as aforesaid shall avail to them the said Quebec Harbor

Commissioners, to secure the payment to them of any sum or sums of money whatsoever which may hereafter become due to them from any cause arising out of the said present contract as aforesaid or of the various documents hereunto annexed, plans or the said future detailed working drawings as aforesaid;

And it is further expressly stipulated that the said Quebec Harbor Commissioners, shall not be obliged to resort to any legal process whatsoever before availing themselves of the said deposit or so much thereof as may be necessary to liquidate any sum or sums of money which now are or hereafter may become due to them by the said parties of the second part as aforesaid, but should the said Quebec Harbor Commissioners be obliged (in default of payment by the said parties of the second part) to avail themselves of any part of the said sum of ten thousand dollars so deposited to their order as aforesaid, an amount of money equal to that which they shall be obliged to withdraw from the said deposit for the purposes aforesaid shall be deducted from the amount of the certificate then next to be granted by the Engineers of the said Quebec Harbor Commissioners to the said parties of the second part;

It is further agreed that the parties of the second part are to have full and entire possession of all the Louise Embankment, in front of the portion to be dredged and also of the basin when to be dredged for the purpose of depositing material and storing plant, and that the said parties of the second part shall also be entitled to the occupation free of charge of a portion of the Louise Embankment at a point where a vessel can load or unload at low water for the purpose of storing a cargo of coals to be used during the works;

And for the execution of these presents the parties of the first and second part have elected their domicile at the office of the Quebec Harbor Commissioners in the City of Quebec where all payments and demands of payment and tenders of payment may be made and where all notices on either of the said parties may be served and made, this election of domicile shall be attributive of jurisdiction in conformity with Article 85 of the Civil Code of Lower Canada.

Done and passed in the City of Quebec at the office of the Quebec Harbor Commissioners, on the day, month and year just above written under the number two thousand seven hundred and eighty-six of the minutes of the undersigned Notary.

In Faith and Testimony whereof the parties have to these presents first duly read set and subscribed their hand and signatures with and in the presence of the undersigned Notary, the parties of the First Part hereunto affixing the corporate seal of the said Quebec Harbor Commissioners.

P. V. VALIN, *Chairman.*

A. H. VERRÉT, *Secretary-Treasurer.*

P. LARKIN,

N. K. CONNOLLY.

OWEN E. MURPHY.

J. A. CHARLEBOIS, *N. P.*

True copy of the original remaining of record in my office.

J. A. CHARLEBOIS, *Quebec.*

QUEBEC HARBOR COMMISSION.

DREDGING.

Notice to Contractors.

Tenders are invited by the Harbor Commissioners of Quebec for certain dredging required in connection with the Harbor Works in course of construction, in the River St. Charles.

The work to be done includes dredging, hauling and depositing the material to be excavated inside the works, as may be directed from time to time by the Resident Engineer, at a price per cubic yard by scow, barge, tub or box measurement as so deposited.

The following schedule of quantities and of depths below low water represents the work required to be performed:—

Quantities.	Depth below low water.		Price per cubic yard.
	Feet.		Cents.
168,500 cubic yards.....		15	
90,000 ".....	From 15 to 20	20	
90,000 ".....	" 20 to 26	26	
55,000 ".....	" 23 to 26	26	
20,000 ".....	" 26 to 36	36	

The measurement capacity of the plant employed shall be determined by the Resident Engineer or his assistant, and the duty of determining when any means of conveyance contains full loads shall devolve upon the inspectors appointed, and their decision, under the orders of the Engineer as to quantity or place of deposit, shall be final.

The material to be removed consists of sand, shingle and boulders, with a top surface of clay and slurry.

Payments will be made on the certificate of the Resident Engineer as the work proceeds, less 10 per cent. for final certificate and guarantee.

The right to reject any or every tender is reserved.

The award of the contract to be subject to the approval of the Honorable the Minister of Public Works.

Tenders will be received until Tuesday, the 4th July next, at noon.

A. H. VERRET, *Secretary-Treasurer.*

HARBOR COMMISSIONERS' OFFICE, QUEBEC, 22nd June, 1882.

This is the notice for tender and specification referred to in the foregoing contract annexed to the said contract and signed and paraphed by the parties to the said contract and the undersigned notary on this twenty-fifth day of September, eighteen hundred and eighty two.

P. V. VALIN, *Chairman,*
A. H. VERRET, *Secretary-Treasurer.*
P. LARKIN,
N. K. CONNOLLY,
OWEN E. MURPHY,
J. A. CHARLEBOIS, *N.P.*

True copy of the original annexed to the minute and recorded in my office.

J. A. CHARLEBOIS.

To the QUEBEC HARBOR COMMISSION:

GENTLEMEN,—We the undersigned hereby propose to furnish all the necessary labor, plant and materials required for the completion of the dredging in connection with the Harbor Works, in course of construction in the River St. Charles, and in accordance with the conditions mentioned in your advertisement, and for the prices stated below.

168,500 cubic yards	15 feet below low water at.....	27
90,000 "	15 to 20 feet below low water at... ..	29
90,000 "	20 to 26 " "	35
55,000 "	23 to 26 " "	45
20,000 "	26 to 36 " "	55

We have the honor to be your obedient servants,

LEVIS, QUE., 3rd July, 1882.

LARKIN, CONNOLLY & Co.,

Per O. E. M.

This is the tender referred to in the foregoing contract, annexed to the said contract, signed and paraphed by the parties to the said contract and the undersigned notary public, on this 25th day of September, 1882.

P. V. VALIN, *Chairman*,
A. H. VERRÉT, *Secretary-Treasurer*.
P. LARKIN,
N. K. CONNOLLY,
OWEN E. MURPHY,
J. A. CHARLEBOIS, *N.P.*

True copy of the original annexed to the minute and remaining of record in my office.

J. A. CHARLEBOIS.

QUEBEC HARBOR COMMISSION.

At a meeting of the Quebec Harbor Commissioners, held the 13th day of the month of September, in the year 1882, the following resolution was adopted:—

Resolved, That the Chairman and the Secretary-Treasurer be, and are hereby authorized to sign, on behalf of this Commission, the contract awarded the 26th July last to Messrs. Larkin, Connolly & Co., for the dredging in connection with the Harbor Works at the mouth of the River St. Charles, the said award having been approved by an Order in Council issued on the 26th ultimo.

(Certified) A. H. VERRÉT, *Secretary-Treasurer*.

This is the resolution referred to in the foregoing contract annexed to the said contract and signed and paraphed by the parties thereto and the undersigned notary, on this 25th day of September, 1882.

P. V. VALIN, *Chairman*,
A. H. VERRÉT, *Secretary-Treasurer*.
P. LARKIN,
N. K. CONNOLLY,
OWEN E. MURPHY,
J. A. CHARLEBOIS, *N.P.*

True copy of the original remaining annexed to the minute of record in my office.

J. A. CHARLEBOIS.

DEPARTMENT OF PUBLIC WORKS, OTTAWA, 7th May, 1890.

SIR,—It being necessary, for the preparation of a return which is to be laid before the House, that some information be obtained from your Board in reference to the arrangements made with Messrs. Larkin, Connolly & Co., whereby some dredging (stated to have been done about 1887) which they performed for the Commission was paid at the rate of 35 cents per cubic yard, while it is alleged that their contract called for 27 cents per yard, I am directed by the Minister of Public Works to request that you will prepare at once and send to me a full statement with reference to such dredging and the arrangements then made with the contractors for the increase, if such increase took place, in order that the return be made complete and laid before Parliament, as intimated by the Honorable the Minister this afternoon.

I hope no time will be lost in forwarding the statement requested, as the House will not probably sit very long after this.

Your obedient servant,

A. GOBEIL, *Secretary*.

JAS. WOODS, Esq., Acting Sec-Treas. Quebec Harbor Commission, Quebec.

HARBOR COMMISSIONERS' OFFICE, QUEBEC, 9th May, 1890.

A. GOBEIL, Esq., Secretary Department Public Works, Ottawa.

SIR,—In reply to your favor of the 7th instant I have the honor to report that the dredging done in connection with the Quebec Harbor Works in 1887 was done under a contract recommended by the Chief Engineer (Mr. H. F. Perley), and passed before Mr. J. A. Charlebois, notary, on the 23rd of May, 1887, in accordance with the resolution of the Harbor Commissioners, passed on the 10th May, 1887, of which the following is a copy:—

“Resolved, That a contract be signed with Messrs. Larkin, Connolly & Co., agreeably with their tender for dredging the basin of the new Harbor Works, provided: First, that the dredged material be placed and levelled on the Louise Embankment, or on such other locality belonging to the Harbor Commissioners, or that may hereafter be acquired by the Commissioners; second, that the actual contract be confined to work this summer, limited to an expenditure of one hundred thousand dollars (\$100,000); third, that after conclusion of this season the Harbor Commissioners are to have the power of cancelling this contract without claim for damages of any kind or compensation whatever. The price in tender for dredging being 35 cents per cubic yard.”

The price, therefore, for dredging in the contract signed under authority of the above resolution is 35 cents per cubic yard, not 27 cents, as mentioned in your letter of the 7th instant.

The following is an extract from the contract above referred to, and under which the dredging of 1887 was executed:—

Paragraph 3.—“The work to be done to include dredging, hauling, hoisting and depositing material of whatever kind and nature they may be, and is to be paid for at the rate of thirty-five cents per cubic yard, measured the same as was the dredging previously done, the expenditure during this summer not to exceed one hundred thousand dollars, with the privilege to the Quebec Harbor Commissioners of cancelling this contract by giving notice in writing to that effect, on or before the first day of May next (1888) without claim for damages of any kind or compensation whatever on the part of the contractors.”

I enclose herewith copies of three letters received from Mr. Henry F. Perley, Chief Engineer, Department of Public Works.

I remain, Sir, your obedient servant,

JAS. WOODS, *Acting Secretary-Treasurer.*

HARBOR WORKS, ENGINEER'S OFFICE, QUEBEC, 6th May, 1887.

SIR,—As a large quantity of dredging remains to be done to complete the area of the Wet Basin to a depth of 15 feet at low spring tides, and as it is desirable that a portion of the work should be proceeded with during the ensuing summer, I addressed a letter—a copy of which is attached—to Messrs. Larkin, Connolly & Co., asking for a price at which they would do the dredging required, the measurement to be made in the same manner as previously done, and the material conveyed to a place of deposit, whether in the Embankment or in the river.

To this request Messrs. Larkin, Connolly & Co. have replied, and state their price to be 35 cents per yard. (See copy of their letter also attached.)

I have to recommend this offer for consideration by the Commissioners, and to state that I consider the price asked to be fair and reasonable.

If this offer be accepted I have to suggest that the expenditure in dredging during the year be limited to \$100,000.

I am Sir, your obedient servant,

HENRY F. PERLEY, *Chief Engineer.*

A. H. VERRET, Esq., Secretary-Treasurer, Harbor Commissioners.

OTTAWA, 27th April, 1887.

GENTLEMEN,—There remains a large quantity of material in the Wet Basin, Quebec Harbor Works, a portion of which it is desirable should be removed during the ensuing summer and the propriety of proceeding therewith I desire to bring to the notice of the Commissioners. Before I can do this I wish to obtain the price per cubic yard, measured in the same manner as was the dredging previously done by you, at which you will do what is required.

I want only one price, which must cover the dredging to any depth required, which may not exceed fifteen feet below low water, spring tides, and the conveyance to a place of deposit, whether in the Embankment or in the river.

An early answer will oblige

Yours obediently,

HENRY F. PERLEY, *Chief Engineer.*

Messrs. LARKIN, CONNOLLY & Co., Quebec.

QUEBEC, 28th April, 1887.

HENRY F. PERLEY, Esq., Chief Engineer, Ottawa.

SIR,—Your favor of the 27th inst. is at hand. In reply, we would beg to say that we are prepared to do what dredging is required as mentioned in your letter, for the average price of our previous dredging, viz., thirty-five (35) cents, although the difficulties are greater than we have had to contend with during the progress of our previous dredging, inasmuch as the passage is narrower, the currents stronger, and the distance to the place of deposit further.

We are, Sir, your obedient servants,

LARKIN, CONNOLLY & Co.

On this twenty-third day of May, in the year of our Lord one thousand eight hundred and eighty-seven—

Before Jean Alfred Charlebois, the undersigned notary public, duly commissioned and sworn in and for that part of the Dominion of Canada called the Province of Quebec, residing in the city of Quebec in the said Province;

Personally came and appeared, Pierre Vincent Valin, of the city of Quebec, Esquire, merchant, the President of the Quebec Harbor Commissioners, a body politic and corporate, whereof the chief place of business is situate at the said city of Quebec, and Ambroise Hector Verret, of the said city of Quebec, Esquire, Secretary-Treasurer of the Quebec Harbor Commissioners, the said Pierre Vincent Valin and Ambroise Hector Verret acting herein in the name and for the benefit of the said Quebec Harbor Commissioners specially authorized to sign and execute these presents—by and in virtue of that certain resolution passed by the said Quebec Harbor Commissioners at a meeting held in Quebec on the tenth day of the month of May, a duly certified copy of which said resolution remains annexed to the original hereof, signed by the parties hereto and by the said notary, *ne varietur*, parties of the first part hereinafter styled the commissioners;

And Patrick Larkin, of the town of St. Catharines, in the Province of Ontario, contractor; Nicholas Knight Connolly, of the town of St. Catharines, but for the time being residing at Quebec, contractor; and Owen Eugene Murphy, of the said town of St. Catharines, for the time being of the city of Quebec, contractor; the said Patrick Larkin and Nicholas K. Connolly and Owen Eugene Murphy carrying on business in partnership at Quebec and St. Catharines under the style and firm of Larkin, Connolly & Company, parties of the second part, hereinafter styled the contractors;

Which said parties have, in the presence of the said notary, declared, covenanted and agreed together in manner following, that is to say: Whereas the said Quebec Harbor Commissioners being desirous of making certain dredging and of removing large quantities of materials in the Wet Basin of the Harbor Works in course of con-

struction in the River St. Charles, a portion of which it is desirable should be removed during the ensuing summer, did, through their engineer, invite the parties of the second part to make a tender for the said dredging, which said tender was duly accepted on or before the tenth day of May instant;

And whereas it hath been agreed by and between the said parties to these presents that a contract shall be entered into by and between them, the said parties to these presents, for the said dredging and removal of materials required in connection with the said harbor works;

Therefore these presents and I the said notary witness that the said parties of the second part did hereby undertake and promise, bind and oblige themselves jointly and severally, *conjointement et solidairement*, their heirs and assigns, executors and administrators, to execute, perform and complete in a good and workmanlike manner, to the satisfaction of the Quebec Harbor Commissioners and their Engineers, all the dredging and removal of materials required to be made in the Wet Basin of the Quebec Harbor Works, and that they shall place and level the dredged materials on the Louise Embankment, or on such other locality belonging to the Quebec Harbor Commissioners, or that may be hereafter acquired, the balance to be dumped in the river;

It is also further agreed between the parties hereto that—1. "In this contract the word work or works shall, unless the context require a different meaning mean the whole of the works and materials, matters and things required to be done, furnished and performed by the contractors under the contract; the word Engineer shall mean the Chief Engineer for the time being having control over the work, and shall extend to and include any of his assistants acting under his instructions and all instructions or directions or certificates given or decisions made by any one acting for the Chief Engineer shall be subject to his approval and may be cancelled, altered, modified and changed as to him may seem fit.

2. "That the contractors will, at their own expense, provide all and every kind of labor, machinery and other plant, materials, articles and things whatsoever necessary for the due execution and completion of all and every works referred in this contract and in the letter of the engineers, and of the contractors and the resolution of the Commissioners hereunto annexed, and will execute and fully complete the respective portions of such works during the ensuing season, proceed immediately and without unnecessary interruption to dredge such area and remove all such quantities of materials to any depth which shall not exceed fifteen feet below low water spring tides, and place and level all such dredged materials at the places aforesaid as directed by the Engineer, and to his complete satisfaction, and to fully complete the said works on or before the first day of December, 1889.

3. "The work to be done to include dredging, hauling, hoisting and depositing materials of whatever kind and nature they may be, and is to be paid for at the rate of 35 cents per cubic yard, measured the same as was the dredging previously done, the expenditure during this summer not to exceed one hundred thousand dollars, with the privilege to the Quebec Harbor Commissioners of cancelling this contract by giving notice in writing to that effect on or before the first of May next, 1888, without claim for damages of any kind or compensation whatever on the part of the contractors.

4. "The measurement capacity of the plant employed shall be determined by the Engineer, and the duty of determining when any means of conveyance contains full loads shall devolve upon the inspectors appointed, and their decisions or the decisions of any one of them acting under the orders of the Engineer as to quantity or place of deposit shall be final.

5. "If it is found that anything has been omitted or mis-stated which is necessary for the proper performance and completion of any part of the works contemplated, the contractors will, at their own expense, execute the same as though it had been properly described and the decision of the Engineer shall be final as to any such error or omission, and the correction of any such error or omission shall not be deemed to be an addition to or a deviation from the works hereby contracted for.

6. "That if any change or deviation in or omission from the works be made by which the amount of work to be done shall be decreased, no compensation shall be claimable by the contractors for any loss of anticipated profits in respect thereof;

7. "That the Engineer shall be the sole judge of work and material in respect of both quantity and quality, and his decision on all questions in dispute with regard to work or materials, or as to the meaning or intention of this contract, shall be final, and no works, or extra, or additional works, or changes, shall be deemed to have been executed, nor shall the contractors be entitled to payment for the same unless the same shall have been executed to the satisfaction of the Engineer, as evidenced by his certificate in writing, which certificate shall be a condition precedent to the right of the contractors to be paid therefor.

8. "A competent foreman is to be kept on the work by the contractors during all the working hours to receive the orders of the Engineers, and should the person so appointed be deemed by the Engineer incompetent or conduct himself improperly he may be discharged by the Engineer and another shall be at once appointed in his stead. Such foreman shall be considered as the lawful representative of the contractors and shall have full power to carry out all requisitions and instructions of the said Engineer.

9. "In case any work is, in the opinion of the Engineer, improperly done or executed he may give orders to the Engineers to re-execute the same, and thereupon the contractors shall and will immediately comply with the said requisition, and if twenty-four hours shall elapse and such requisition shall not have been complied with, the Engineer may cause such work to be properly done, and in any such case the contractors shall pay to the Quebec Harbor Commissioners all such damages and expenses as shall have been incurred, and the Quebec Harbor Commissioners may at their discretion retain and deduct such damages and expenses from any amounts payable to the contractors.

10. "All machinery and other plant, materials and things whatsoever provided by the contractors for the works hereby contracted for and not rejected under the provisions of the last preceding clause, shall, for the time of their being so provided become and until the final completion of the said works, shall be the property of the Harbor Commissioners for the purpose of the said works, and the same shall on no account be taken away or used or disposed of, except for the purposes of the said works, without the consent in writing of the Engineer; and the Harbor Commissioners shall not be answerable for any loss or damage whatsoever which may happen to such machinery or other plant, materials, or things, provided always that upon the completion of the works and upon payment by the contractors of all such moneys, if any, as shall be due from time to time to the Quebec Harbor Commissioners, such of the said machinery and other plant, materials and things, as shall not have been used and converted in the works, and shall remain undisposed of, shall upon demand be delivered up to the contractors.

11. "If the Engineers shall at any time consider the number of workmen, horses or quantity of machinery or other plant, or the quantity of proper materials respectively employed or provided by the contractors on or for the said work to be insufficient for the advancement thereof towards completion within the limited times, or that the works are or some part thereof is not being carried on with due diligence, then in every such case the said Engineer, may by written notice to the contractors, require them to employ or provide such additional workmen, horses, machinery or other plant or materials as the Engineer may think necessary; and in case the contractors shall not thereupon, within three days or such longer period as may be fixed by any such notice, in all respects comply therewith, then the Engineer may, either on behalf of the Quebec Harbor Commissioners, or if they see fit may, as the agent of and on account of the contractors, but in either case at the expense of the contractors, provide and employ such additional workmen, horses, machinery and other plants, or any thereof, or such additional men and materials respectively as he may think proper and may pay such additional workmen such wages and for such additional horses, machinery or other plant and materials, respectively, such prices as he

may think proper, and all such wages and prices respectively shall thereupon at once be repaid by the contractors or the same may be retained and deducted out of any moneys at any time payable to the contractors; and the Harbor Commissioners may use in the execution or advancement of the said works, not only the horses, machinery or other plants and materials so in any case provided by any one on their behalf, but also all such as may have been or may be provided by or on behalf of the said contractors.

12. "In case the contractors shall make default or delay in diligently continuing to execute or advance the works to the satisfaction of the Engineer, and such default or delay shall continue for thirty days after notice in writing shall have been given by the Engineer to the contractors requiring them to put an end to such default or delay or in case the contractors shall become insolvent, or make an assignment for the benefit of creditors or neglect either personally or by a skilful and competent agent to superintend the works, then in any of such cases the Harbor Commissioners may take the work out of the contractors' hands and employ such means as they may see fit to complete the work, and in such cases the contractors shall have no claim for any further payment in respect of the works performed, but shall nevertheless remain liable for all loss and damages which may be suffered by the Harbor Commissioners by reason of the non-completion by the contractors of the works, and all materials and things whatsoever and all horses, machinery and other plant provided by them for the purpose of the works shall remain and be considered as the property of the Harbor Commissioners for the purposes and according to the provisions and conditions contained in the tenth clause hereof.

13. "The contractors shall be at the risk of, and shall bear all loss or damages whatsoever from whatsoever cause arising, the cause of *vis major* excepted, which may occur to the works or any of them until the same be fully and finally completed and delivered up to and accepted by the said Harbor Commissioners for the time being, and if any such loss or damage occur before such final completion, delivery and acceptance, the contractors shall immediately at their own expense, repair, restore and re-execute the work so damaged so that the whole works or the respective parts thereof may be completed within the time hereby limited.

14. "The contractors shall not have or make any claim or demand or bring any action or suit or petition against the Harbor Commissioners for any damage which they may sustain by reason of any delay in the progress of the work, arising from the act of any of the Harbor Commissioners' Agents, and it is agreed that in the event of any such delay the contractors shall have such further time for the completion of the works as may be fixed in that behalf by the Harbor Commissioners.

15. "The contractors shall not make any assignment of this contract or any sub-contract for the execution of any of the works hereby contracted for, and in any event no such assignment or sub-contract even though consented to, shall exonerate the contractors from liability under this contract for the due performance of all the works hereby contracted for.

16. "The contractors shall be responsible for all damages claimable by any person or corporation whatsoever in respect of any injury to persons or to lands, buildings, ships or other property, or in respect of any infringement of any right whatsoever occasioned by the performance of the said works or by any neglect or misfeasance or non-misfeasance on their part, and shall and will, at their own expense, make such temporary provisions as may be necessary for the protection of persons or of lands, buildings, ships or other property or for the uninterrupted enjoyment of all rights of persons or corporations in and during the performance of the said work.

17. "Should the contractors not complete the work herein contracted for at the period agreed upon as above mentioned, they shall be liable for and shall cause to be paid to the Commissioners all salaries and wages which shall become due to person or persons superintending the work on behalf of the Commissioners from the above named period for completion until the same shall actually be completed and received.

18. "The contractors will protect and will not remove or destroy, or permit to be removed or destroyed, the stakes, buoys and other marks placed on or about the

said works by the Engineers of the works, and shall furnish the necessary assistance to correct or replace any stake or mark which, through any cause, may have been removed or destroyed.

19. "Any notice or other communication mentioned in this contract to be notified or given to the contractors shall be deemed to be well and sufficiently notified or given if the same be left at the contractors' office or mailed in any post office to the contractors or foreman, addressed to the address mentioned in the contract, or to the contractors' last known place of business.

20. "And the Quebec Harbor Commissioners, in consideration of the premises, hereby covenant with the contractors that they will be paid for and in respect of the works hereby contracted for at the rate of thirty five cents per cubic yard, and that the contractors when ordered by the Engineers are immediately to remove or dredge out all materials that may have washed into any dredged area that has been finished to its proper depth for the same price per cubic yard.

21. "Cash payments equal to about ninety per cent. of the value of the work done approximately made up from returns of progress measurements and computed at the prices agreed upon or determined under the provisions of this contract will be made to the contractors monthly on the written certificate of the Engineer that the work for or on account of which the certificate is granted has been duly executed to his satisfaction, and stating the value of such work computed as above mentioned, and upon approval of such certificate by the Quebec Harbor Commissioners, and the said certificate and such approval thereof shall be a condition precedent to the right of the contractors to be paid the said ninety per cent. or any part thereof.

The remaining ten per cent. shall be retained till the final completion of the whole work to the satisfaction of the Chief Engineer for the time being having control over the work, and within two months after such completion the remaining ten per cent. will be paid.

And it is hereby declared that the written certificate of the said Engineer, certifying to the final completion of said work to his satisfaction, shall be a condition precedent to the right of the contractors to receive or be paid the same remaining ten per cent. or any part thereof.

22. "It is intended that every allowance to which the contractors are fairly entitled will be embraced in the Engineer's monthly certificates, but should the contractors at any time have claims of any description which they consider are not included in the progress certificates it will be necessary for them to make and repeat such claims in writing to the Engineer within fourteen days after the date of each and every certificate in which they allege such claims to have been omitted.

23. "The contractors in presenting claims of the kind referred to in the last clause must accompany them with satisfactory evidence of their accuracy and to reason why they think they should be allowed. Unless such claims are thus made during the progress of the work within fourteen days as in the preceding clause, and repeated in writing every month until finally adjusted or rejected, it is clearly understood and agreed that they shall be for ever shut out and barred, and the contractors shall have no claim on the Commissioners in respect thereof.

24. "The progress measurements and progress certificates shall not in any respect be taken as in acceptance of the work or release of the contractors from responsibility in respect thereof, but they shall at the conclusion of the work deliver over the same in good order according to the true intent and meaning of this contract.

25. "No such work whatever shall at any time or place be carried on during Sunday, and the contractors shall take all necessary steps for preventing any foreman or agent or men from working or employing others on that day.

26. "It is hereby agreed that all matters of difference arising between the parties hereto upon any matter connected with or arising out of this contract, the decision whereof is not hereby specially given to the Engineer, shall be referred to the award and arbitration of the Chief Engineer for the time being having control over the works, and the award of such Engineer shall be final and conclusive, and it is hereby declared that such award shall be a condition precedent to the right of the

contractors to receive or be paid any sum or sums in account or by reason of such matters in difference.

27. "Notwithstanding what is contained in clause twenty-sixth, it is agreed that in the event of any disputes arising during the progress of the works between the parties hereto respecting the work to be done, the same shall be proceeded with by the contractors as directed by the Engineer until the completion of the work, when all matters in dispute between the parties shall, after such completion of work and upon the recommendation of the Minister of Public Works be referred to the Dominion Arbitrators, or to such other authority as may be established by Parliament hereafter, in lieu and place of the said Dominion Arbitrators, whose decision shall be final and binding on all parties absolutely, without any power to appeal to any court of law, provided however, that the contractors have, at the time of such dispute, notified the said Quebec Harbor Commissioners, by a notice in writing, of their intention of proceeding with such work on dispute as directed by the Engineer under protest, and of their intention of submitting such dispute to arbitration as aforesaid.

28. "The monthly certificates mentioned at clause twenty-first shall be put in the hands of the said Commissioners between the first and seventh day of each month, and payments shall be made on such certificates on or before the fifteenth day of each month.

"And for the execution of these presents, the parties hereto have elected their respective domiciles as follows, viz.:—the Quebec Harbor Commissioners at their office in Quebec, and the said contractors at the spot where the said works are to be carried on.

"Thus done and passed in the city of Quebec, at the office of the said Quebec Harbor Commissioners, on the day, month and year above written, under the number three thousand seven hundred and ninety-six.

"In faith and testimony whereof the parties have to these presents, first duly read, set and subscribed their names and signatures, with and in presence of the undersigned Notary, the party of the first part affixing also to these presents the seal of the said Quebec Harbor Commissioners."

LARKIN, CONNOLLY & CO., *per* O. E. MURPHY.
R. V. VALIN.
A. H. VERRET.
J. A. CHARLEBOIS, *N. P.*

At a meeting of the Quebec Harbor Commissioners held at their office on Tuesday, the tenth day of the month of May, in the year one thousand eight hundred and eighty-seven, the following resolution was adopted:

"Resolved: That a contract be signed with Messrs. Larkin, Connolly & Co., agreeably with their tender for dredging the Basin of the new Harbor Works, provided first that the dredged material be placed and levelled on the Louise Embankment, or on such other locality belonging to the Harbor Commissioners, or that may hereafter be acquired by the Commissioners; second, that the actual contract be confined to work this summer limited to an expenditure of one hundred thousand dollars (\$100,000); third, that after conclusion of this season the Harbor Commissioners are to have the power of cancelling this contract without claim for damages of any kind or compensation whatever. The price in tender for dredging being thirty-five cents per cubic yard. Certified true copy.

"A. H. VERRET, *Secretary-Treasurer.*"

This is the resolution mentioned and referred to in the contract between the Quebec Harbor Commissioners, of the first part, and Messrs. Larkin, Connolly & Co., of the second part, executed at Quebec this twenty-third day of May, eighteen

hundred and eighty-seven, signed by the said parties and the undersigned notary this twenty-third day of May, eighteen hundred and eighty-seven.

LARKIN, CONNOLLY & CO. *per* O. E. MURPHY,
R. V. VALIN,
A. H. VERRÉT,
J. A. CHARLEBOIS, *N. P.*

True copy.

J. A. CHARLEBOIS, *N. P.*

OTTAWA, 27th April, 1887.

GENTLEMEN,—There remains a large quantity of materials in the Wet Basin, Quebec Harbor Works, a portion of which it is desirable should be removed during the ensuing summer, and the propriety of proceeding therewith I desire to bring to the notice of the Commissioners. Before I can do this I wish to obtain the price per cubic yard, measured in the same manner as was the dredging previously done by you, at which you will do what is required.

I want only one price, which must cover the dredging to any depths required, which may not exceed fifteen feet below low water spring tides, and the conveyance to a place of deposit, whether in the Embankment or in the river. An early answer will oblige.

Yours obediently,
HENRY F. PERLEY, *Chief Engineer.*

Messrs. LARKIN, CONNOLLY & Co., Quebec.

This is a true copy of the letter of the Engineer of the Quebec Harbor Commissioners, calling on Messrs. Larkin, Connolly & Co. to give in a tender for the dredging therein mentioned and referred to in the contract between the Quebec Harbor Commissioners, of the first part, and Messrs. Larkin, Connolly & Co., of the second part, executed at Quebec this twenty-third day of May, eighteen hundred and eighty-seven, signed and paraphed on the same day by the aforesaid parties and the undersigned notary.

LARKIN, CONNOLLY & CO., *Per* O. E. MURPHY,
R. V. VALIN,
A. H. VERRÉT,
J. A. CHARLEBOIS, *N. P.*

QUEBEC, 28th April, 1887.

SIR,—Your favor of the 27th inst. is at hand. In reply we would beg to say that we are prepared to do what dredging is required as mentioned in your letter for the average price of our previous dredging, viz.: Thirty-five (35) cents, although the difficulties are greater than we have had to contend with during the progress of our previous dredging, inasmuch as the passage is narrow, the currents stronger and the distance to the place of deposit further.

We are, Sir, your obedient servants,
LARKIN, CONNOLLY & CO.

HENRY F. PERLEY, Esq., Chief Engineer, Ottawa.

This is a true copy of the letter from Messrs. Larkin, Connolly & Co., in answer to the letter from the Engineer of the Quebec Harbor Commissioners mentioned and referred to in the contract between the Quebec Harbor Commissioners, of the first part, and Messrs. Larkin, Connolly & Co., of the second part, executed at Quebec this twenty-third day of May, eighteen hundred and eighty-seven, signed and paraphed on the same day by the aforesaid parties and the undersigned notary.

LARKIN, CONNOLLY & CO., *Per* O. E. MURPHY,
P. V. VALIN,
A. H. VERRÉT,
J. A. CHARLEBOIS, *N. P.*

True copy.

J. A. CHARLEBOIS.

 STATEMENT AND CORRESPONDENCE *RE* AWARD OF CONTRACT FOR
 CROSS-WALL AND LOCK, HARBOR WORKS, QUEBEC.

(Memorandum.)

In re CROSS-WALL (SO-CALLED) HARBOR WORKS, QUEBEC.

In accordance with the provisions of 45 Vic., Chap. 47, the plans and specifications for the construction of the cross-wall and entrance to proposed Wet Basin were prepared under my directions in the Department of Public Works, and the plans, &c., so prepared, were submitted for the approval of the Governor in Council.

In due course tenders for this work were received by the Harbor Commissioners of Quebec and forwarded to the Department, and were sent to me for examination and report. On looking over these tenders it was found that in three of them, viz., those from Larkin, Connolly & Co., Gallagher & Beaucage, errors on the prices of sheet piling had evidently been made. According to the tender it was required that parties tendering should state a price "per lineal foot in the line of the work," and not having any reference to the length of the piles used or driven—and it was evident from the prices given in the tenders that this piling was to be paid for by the "lineal foot of pile," or that every pile was to be measured and its length paid for. As this was inconsistent with the requirements of the tender, I called on the 17th May, 1883, the attention of the parties named herein to the error, and asked them to state whether an error had or had not been made, and if so to name a price per lineal foot in the line of the work to enable me to compare their tender with others who had given prices in accordance with the requirements of the tender; and in the case of Mr. Beaucage I called attention to the fact that he had placed a note on his tender to the effect that the price for "pile-driving to any depth not exceeding 20 feet," was for "labor only," whereas it was clearly stated in clause 80 of the specification that all prices would be held to cover the cost of all labor, materials, &c.

The reply to my letter to Mr. Gallagher was to the effect that he had withdrawn his tender, and on enquiry I found that under date 16th May, 1883, he had written to the Department asking to withdraw his tender, and that his deposit cheque should be returned.

Mr. Beaucage, under date 20th May, 1883, acknowledged having made an error in his price for sheet piling, and asked that his tender be amended by the insertion of prices he gave. He also stated that the words "labor only" were in error, and requested to have them struck out.

Messrs. Larkin, Connolly & Co., under date 19th May, 1883, acknowledged the error, and stated they were ready to accept the work at the prices they had submitted.

Under date 23rd May, 1883, I submitted a report to the Department on these tenders, which were found, after their relative values had been determined, to stand as follows:—

John Gallagher.....	\$552,255 00
Larkin, Connolly & Co.....	634,340 00
G. Beaucage.....	640,808 50
Peters & Moore	643,071 16
J. & A. Samson.....	864,181 00

And I explained my course with respect to the "errors," and attached copies of letters sent and returned on the subject.

I advised that Mr. Gallagher be permitted to withdraw his tender in accordance with his request, and also because I believed that the amount of that tender was far below that for which the works could be executed, and this being done, the tender from Messrs. Larkin, Connolly & Co. came next in order, and I recommended it for consideration by the Minister.

The above is all the connection the Department had with the tenders. After the passage of an Order in Council a contract was entered into between the Harbor Commissioners of Quebec and Messrs. Larkin, Connolly & Co., and the works were

carried out and executed under the supervision of the Engineers of the Harbor Board, and all payments for work done were made by the Board, on progress estimates prepared by the Harbor Engineers.

Respectfully submitted,

13th May, 1890.

HENRY F. PERLEY, *Chief Engineer.*

45 VIC., CHAP. 47 (1882).

An Act further to amend the Acts to provide for the Improvement and Management of the Harbor of Quebec.

[Assented to 17th May, 1882.]

Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. It shall be lawful for the Governor in Council to raise, by the issue of debentures, in the manner prescribed by the Act thirty-sixth Victoria, chapter sixty-two (except as to the rate of interest, which shall not exceed four per cent. per annum), a further sum not exceeding three hundred and seventy-five thousand dollars, to be advanced from time to time to the Quebec Harbor Commissioners, to enable them to construct the cross-wall and lock necessary to render available as a wet dock the dock constructed by them at the mouth of the River St. Charles, and to pay the balance of the cost of the said dock, subject, as to the payment to the Receiver-General of interest on the sums so advanced at the rate of four per cent. per annum and a sinking fund of one per cent. per annum, to the provisions of the Act above cited.

Provided always, that the plans for such cross-wall and lock, after being prepared by the engineers of the Public Works Department, shall be subject to the approval of the Governor in Council, and that public tenders for the said works shall be called for, and the contract awarded by the Governor in Council.

HARBOR IMPROVEMENTS, QUEBEC.

NOTICE TO CONTRACTORS.

Sealed tenders addressed to the undersigned and endorsed "Tender for Quebec Harbor Works," will be received at this office, until inclusive, for the construction of a quay wall, and entrance works to the wet dock and other works in connection therewith, according to a plan and specification to be seen at this office, where printed forms of tender can be obtained.

Persons tendering are notified that tenders will not be considered unless made on the printed forms supplied, with all the blanks and prices properly filled in, and signed with their actual signatures.

Each tender must be accompanied by an *accepted* bank cheque for \$7,500, made payable to the Hon. the Minister of Public Works of Canada, and the party to whom the contract is awarded must be prepared to deposit as security with the Hon. the Minister, a sum—of which the \$7,500 will form part—*equal to five per cent* of the amount of the contract, which sum will be forfeited if the contractor fails to complete the work. If any party tendering declines to enter into a contract when called upon to do so, the check accompanying his tender will be forfeited; if the tender is not accepted the cheque will be returned.

The Commissioners do not bind themselves to accept the lowest or any tender.

A. H. VERRET, *Secretary.*

Harbor Commissioners' Office, Quebec,

1883.

Envelopes containing tenders are to be endorsed: "Tender for Quebec Harbor Works," and addressed to the Secretary of the Quebec Harbor Commissioners, Quebec, P.Q.

NOTE.—The Signatures of persons tendering must be in their respective handwriting.

**TENDER FOR THE CONSTRUCTION OF A QUAY WALL AND ENTRANCE TO THE WET DOCK
AND OTHER WORKS IN CONNECTION THEREWITH, AT QUEBEC, P.Q.**

the undersigned hereby offer to furnish all labor, materials, tools, vessels, plant and machinery of every description that may be required to complete in a satisfactory and workmanlike manner :

1st. A quay wall for the wet dock, about 880 feet in length.

2nd. A quay wall for the tidal harbour, about 850 feet in length.

3rd. A facing to the present wharves, about 500 feet in length.

4th. An entrance to the wet dock of the dimensions shown on the plan.

5th. Two cofferdams and other works in connection therewith in accordance with the drawing and specification exhibited, and such other detailed drawings and instructions as may be furnished by the engineer from time to time, during the progress of the works, at the rates and prices have affixed to the various items in the schedule attached hereto—and hold in readiness to enter into a contract for their due execution and completion to the satisfaction of the Chief Engineer of Public Works, and on the terms and conditions stated in the advertisement dated

herewith enclose an accepted bank cheque for seven thousand five hundred dollars (\$7,500), made payable to the Hon. the Minister of Public Works of Canada, as by the terms of advertisement.

SCHEDULE.

DESCRIPTION.	Price.	
	\$	c.
Cribwork Height measured from bottom of lowest to top of highest face-timber and the thicknesses from front of face-timbers to back of rear longitudinals, including all timber and iron, but not sheet piling.	Per cubic yard.	
Masonry in Quay Walls with backing of Masonry, of Cross-Sections shown and including Copings, &c., all complete as per Specification.	Per cubic yard.	
Masonry in Quay Walls with backing of Concrete of Cross-Sections shown and including Copings, &c., all complete as per Specification.	Per cubic yard.	
Masonry in Walls of Entrance Channel fitted to receive either Caisson or Gates and Swing Bridge as may be ordered, and including Granite Quoins, all complete.	Per cubic yard.	
Masonry in Walls of Caisson Chamber including Corbels, Chain-paths, &c., as per Specification.	Per cubic yard.	
Masonry in Inverts of Entrance Channel and Caisson Chamber, including Granite.	Per cubic yard.	
Masonry in Walls, Covers and Paving of Regulating Culverts and sluicing Chambers.	Per cubic yard.	
Concrete laid under water below datum level.	Per cubic yard.	
do laid dry below datum in Entrance Channel, &c.	Per cubic yard.	
do laid dry above datum in Walls or elsewhere, including cost of moulds, screens, &c.	Per cubic yard.	
Granite in Quoins of Caisson Chamber or in Hollow Quoins for Gates, measured, dressed and laid complete.	Per cubic yard.	
Granite in Inverts, measured, dressed and laid complete.	Per cubic yard.	
Limestone in Quoins of Caisson Chamber or in Hollow Quoins for Gates, measured, dressed and laid complete.	Per cubic yard.	
Limestone in Inverts, measured, dressed and laid complete.	Per cubic yard.	
Stone Ballast in Cribs, measured in work.	Per cubic yard.	
Heavy Stone in Toeing do	Per cubic yard.	
Clay Puddle laid above datum level, prepared as ordered.	Per cubic yard.	
do do below do do	Per cubic yard.	
Piles 12 inches square, 35 ft. long, driven from 8 to 12 ft.	Each	
do 12 do 20 do do do	Each	
do 10 do 42 do do do	Each	
do 10 ins. by 12 ins., 30 do do do	Each	
do 10 do 12 do 20 do do do	Each	

SCHEDULE—Continued.

DESCRIPTION.	Price.	§	c.
File Driving to any depth not exceeding 20 ft.	Per ft. driven		
Sheet Piling, 8 ins. thick, driven from 6 to 8 ft., White Pine.	P. lin. ft. in line of work.		
do 6 do do do do	P. lin. ft. in line of work.		
do 4 do do do do	P. lin. ft. in line of work.		
do 6 do do do any timber specified in clause 18.	P. lin. ft. in line of work.		
Timber 12 ins. square, White Pine, in Fenders of Quay and Entrance Walls, fitted in place.	Per cubic ft.		
do 12 ins. square, Wh. Pine, in upper part of Gauge Piles do	Per cubic ft.		
do 12 do do in Caps do	Per cubic ft.		
do 9 ins. by 10 ins. White Pine in Chocks do	Per cubic ft.		
do 6 by 8 ins. or 8 ins. square White Pine in Braces do	Per cubic ft.		
do 12 ins. square White Pine.	Per cubic ft.		
do 12 do Hemlock, Spruce or Tamarac.	Per cubic ft.		
do 12 do Birch, Rock Maple or Rock Elm.	Per cubic ft.		
do 10 ins. by 12 ins. White Pine.	Per cubic ft.		
White Oak Timber in Mitre Sills of Gates, dressed, framed and laid complete.	Per cubic ft.		
White Pine Timber in Mitre Sill Platforms, dressed, framed and laid complete.	Per cubic ft.		
Walings, 8 ins. by 12 ins., White Pine, fitted in place.	Per cubic ft.		
do 6 do 12 do do do	Per cubic ft.		
Plank 4 ins. thick White Pine.	Per M. ft. B. M.		
do 4 do Hemlock or Spruce.	Per M. ft. B. M.		
do 4 do Birch or Rock Elm.	Per M. ft. B. M.		
do 3 do White Pine.	Per M. ft. B. M.		
do 3 do Hemlock or Spruce.	Per M. ft. B. M.		
do 3 do Birch or Rock Elm.	Per M. ft. B. M.		
Boards 1 do White Pine.	Per M. ft. B. M.		
do 1 do Hemlock or Spruce.	Per M. ft. B. M.		
Treenails 1½ inch diam., Locust or Tamarac, as ordered.	Per hundred		
Canvas. Tared or plain, laid in foundations.	Per yard square.		
Iron in Screw Bolts and Tie Rods, including Nuts.	Per pound		
do Straps fitted in place, including Bolts.	Per pound		
do File Shoes fitted on Piles, including Nails.	Per pound		
do Drift Bolts.	Per pound		
do Pressed Spikes.	Per pound		
Galvanized Iron in Bolts, Nuts and Washers of Fenders and Chocks, including drilling of Masonry, Fixing and Plugging.	Per pound		
Cast Iron in Mooring Posts, complete in place, and including cost of Patterns.	Per pound		
Iron, finished in Castings, including Painting.	Per pound		
Brass do do	Per pound		
Steel do Spindles, &c.	Per pound		
Timber Mooring Posts, complete in place, including Sockets and C. I. Caps.	Each		
Earth Filling between Quay Walls.	Per cubic yard		
Metalling Surface of Quay as per Specification.	Per cubic yard		
Bulk Sum for Cofferdams, including cost of building, maintaining as long as ordered, and removing.	Bulk sum		
do for Unwatering Foundations during construction of Walls and Inverts of Entrance Channel and Caisson Chamber or Mitre Sills, and Platforms for Gates, or any other works included in Main Contract, including all labor and machinery.	Bulk sum		

(N.B.—All materials to be measured in the work.)

SCHEDULE—Continued.

DESCRIPTION.	Price.	
	§	c.
DAY-WORK.		
Mason or Stonecutter.....	Per hour.....	
Mason's Laborer.....		
Blacksmith.....		
Blacksmith's Helper.....		
Carpenter.....		
Painter.....		
Machinist.....		
Machinist's Assistant.....		
Engine Driver.....		
Foreman.....		
Diver, including all apparatus.....		
Diver's Assistants.....		
Foreman of Laborers.....		
Laborer.....		
Horse and Driver.....		
Horse, Cart and Driver.....		
Pumping during erection, fitting and fixing of Caisson or Gates, including use of Machinery, Fuel and Wages.....		
Dredging, including Machinery, Wages and depositing Spoil where ordered.....		

Actual Signatures of Parties interested.	Occupation.	Post Office Address.

SPECIFICATION FOR THE CONSTRUCTION OF A QUAY WALL AND ENTRANCE FOR THE WET DOCK AND OTHER WORKS IN CONNECTION THEREWITH AT QUEBEC, P.Q.

1. The works to be done under the present contract consist in the construction of:—

1st. A quay wall for the wet dock about 880 feet in length.

2nd. A quay wall for the tidal harbor about 850 feet in length.

3rd. A facing to the present wharves about 500 feet in length between the southern end of the quay wall and the northern line of Leadenhall Street.

4th. An entrance to the wet dock of the width shown on the plan and with a depth on the sill of 15 feet below datum.

5th. Two cofferdams and other works in connection therewith, as hereinafter specified.

2. The datum to which all heights and depths are referred is the level of low-water spring tides, which level will be defined and marked by the Chief Engineer of Public Works before operations are commenced.

3. The Drawings exhibited are intended to show only the class and nature of the work required. Detailed drawings giving dimensions, &c., of the different parts, will be furnished during the progress of the works.

4. The Commissioners reserve to themselves the right to change the mode of closing the entrance to the wet dock from that by a caisson to that by gates, and to make any alterations in the width of the entrance or the shape of the side walls which such a change might render necessary.

5. The Commissioners shall have power at any time to make changes in the position or dimensions of any of the works or to substitute one kind of work or materials for another in any part or in the whole of the works, and the contractor will be required to make such changes when ordered and to do the work for his schedule price without any claim for damages or loss of profit on the class of work or materials which may be abandoned; provided only that if the change is ordered after any work is executed the contractor shall be paid at his schedule price for the work removed and the cost of removal as well as for the work substituted.

6. The price affixed to each item in the schedule shall be considered a full compensation for the actual quantity, whether it be large or small, of that kind of work done or materials or labor furnished, without any reference whatever to the prices attached to other items.

7. In measuring any class of work the quantity paid for will include only the actual net cubic, superficial or lineal measurements or weight as the case may be, of executed and finished work, without any allowance for waste in cutting off the heads of piles or for ends of timber, laps or scarfs, or loss in cutting stone or for shrinkage or settlement of concretes or earthwork, or any other contingency whatsoever connected directly or indirectly with such works.

8. The whole of the works are to be executed strictly in accordance with this specification and such drawings and instructions as may be furnished by the Engineer from time to time during the progress of the works. Wherever dimensions are marked on the drawings or described in the specification they are to be considered correct, although not corresponding with the measurements taken by scale, which are to be used only when the dimensions are not so marked or described; and drawings to larger scales and those showing any particular parts of the work are to be taken as more correct than those to a smaller scale which are for more general purposes.

Cribwork.

9. The parts of the quay walls below the level of six inches below datum will be formed of cribwork, the front chambers of which are to be filled with concrete and the back chambers with stone ballast.

10. The cribwork for the quay wall of the wet dock will be founded a trench dredged to 15 feet below datum and that for the wall of the tidal harbor in a trench dredged to 26 feet below datum.

11. The face timbers are to be 12 inches square, in lengths of not less than 20 feet and laid so that the ends shall overlap the dovetails at least $2\frac{1}{2}$ feet. The joints are to be formed as shown and are to lap past each other at least 10 feet. The outer corners of the sticks must be worked to proud edges and the beds hewn true and parallel so as to make perfectly close work. Notches to receive the ends of the cross-ties are to be cut at such distances as are shown in the drawings. They are to be $4\frac{1}{2}$ inches deep by 9 inches wide at the back of the stick and to splay 1 inch on each side. The face timbers are to be fastened every 10 feet with bolts 24 inches long and 1 inch square, each butt being fastened in addition with a bolt $\frac{3}{4}$ inch square and 24 inches long. The corners are to be framed as shown, the projecting ends being protected by fenders of birch or elm four inches thick, treenailed to the face timbers.

12. The cross ties are to be placed 10 feet apart, centre to centre, except where otherwise shown in the drawings. They are to be so placed in alternate courses that the ties in one course will be midway between those in the next. They are to be 11 inches thick, and flatted to faces of not less than 14 inches, and of sufficient length to extend from front to back of the cribs. On the ends which pass through the face timbering, dovetails 9 inches square at the throat, and splaying 1 in 12 on each side are to be worked. The shoulders are to be cut square, and are to butt close up against the back of the face timbers. Care must be taken that the corners of the dovetails are worked sharp and square throughout, and that they fit accurately into the notches cut in the face timbers. The ends are to be sawn off 2 inches outside the face. Where the cross ties intersect the longitudinals they are to be notched on to them, and fastened with bolts 24 inches long and $\frac{7}{8}$ inch square.

13. The longitudinals are to be 12 inches square. They will require to be in lengths of $17\frac{1}{2}$, 22, $22\frac{1}{2}$ and $27\frac{1}{2}$ feet, except where lengths of 8, 11 and $12\frac{1}{2}$ feet are required at the counterforts. They are to be laid as shown in the drawings, and are to be joined with scarfs 2 feet long resting on the cross-ties, breaking joints in alternate courses and rows. Where they intersect the cross-ties they are to be fastened with bolts 24 inches long and $\frac{7}{8}$ inch square. Where the ends pass through the ends of the cribs they are to be dovetailed in the same way as the cross-ties.

14. A ballast floor formed of straight poles flatted to not less than 6 inches in thickness is to be laid in the back chambers of the crib-work. The poles are to be in lengths of not less than 20 feet, laid butts and points, and breaking joints on the cross ties.

15. The upper part of the face of the crib-work for a height of 3 feet 4 inches is to be sheathed with birch or elm planking 4 inches thick, fastened at $2\frac{1}{2}$ feet intervals with $1\frac{1}{4}$ inch turned locust treenails driven through and wedged at both ends. The planks are to be not less than 8 inches or more than 10 inches wide, in lengths of not less than 25 feet, breaking joints not less than 10 feet, and double fastened at the butts.

16. The crib-work will be built in lengths of from 100 to 150 feet, as may be ordered. The ends of the cribs are to be close timbered in the same way as the face; notches being cut where required to receive the dovetailed ends of the longitudinals.

17. Sheet piling 6 inches thick and of any widths not less than 8 inches, is to be driven at the back of the concrete chambers as shown in the drawings. It is to be driven at least 6 feet into the ground, and the top is to be sawn off 6 inches above datum.

18. The timber used in the crib-work and sheet piling may be either white, red or yellow pine, spruce, hemlock, tamarac, black or yellow birch, or rock elm or rock maple. It must be green, sound, straight, and free from shakes and rotten knots; and in the event of any sticks being condemned as unfit for the work, they must at once be removed from the premises. Should the contractor fail to do this when ordered, it will be done by the engineer at the contractor's expense.

19. The iron is to be English or Canadian refined iron, subject to approval. The bolts must be of the full specified sizes and lengths and well pointed, with heads upset out of the solid to one and a half times the size of the bolt. The holes must be bored with an auger equal in diameter to the size of the bolt to be driven in them, and the depth of the hole must not exceed two-thirds of the length of the bolt.

20. The weight of all bolts is to be ascertained by weighing any number the engineer may direct, and taking the average.

21. The cribs are to be sunk and allowed to settle into their beds before any concrete is deposited in them, and no concrete is to be placed or masonry begun until the Engineer has given permission *in writing*.

22. The cribs are not on any account to be sunk until the Engineer has examined the foundation and given his permission. Great care must be taken in sinking the cribs that they are kept perfectly in line with the ends close together: any space between them is to be filled with piling of any thickness necessary, the cost of which must be borne by the contractor and will be considered as included in schedule price of the cribwork.

23. A toeing of heavy stone equal to one-third of a cubic yard per foot run of the wall is to be placed at the foot of the cribwork in the tidal harbor if ordered.

Masonry.

24. The masonry is to be in regular courses laid in Portland cement mortar. The beds and vertical joints are to be dressed so as to form quarter-inch joints, the vertical joints being dressed back square at least 12 inches. The beds are to be perfectly parallel throughout. The face is to be dressed in the same way as that of the "Princess Louise Embankment." The vertical joints are to overlap those in the course below at least 10 inches.

25. The first course of masonry is to be 3 feet in height, and up to the level of 16 feet above datum the remaining courses are not to be less than 2 feet in height: above that level they are not to be less than 1 foot 6 inches in height. The courses are to be arranged so as to decrease in height gradually upwards.

26. Stretchers are not to be less than 4 feet or more than 6 feet in length, and in courses which are 2 feet or more in height, they are to have beds of at least once and a-half their rise. In courses less than 2 feet in height they are to have beds of not less than 3 feet.

27. Headers are to have a face in the line of the wall at least equal to their height and are to run back two and a-half times their rise, except that in courses over 2 feet 6 inches in height they need not exceed but must not be less than $6\frac{1}{2}$ feet in length and that in courses under 2 feet they are not to be less than 5 feet in length. In all cases they must hold their width so as to be at least 18 inches wide at the tail.

28. The concrete laid in the cribs is to be carried up to the level of 6 inches above datum, and beds for the face stones of the bottom course of masonry are to be cut in it.

29. The coping is to be 6 feet wide and 18 inches thick, the stones being 3 feet by 6 feet on the beds, and laid alternately as headers and stretchers, as shown on the drawing to be furnished the outer arris being rounded off to a radius of 3 inches. The whole of the exposed faces are to be dressed equal to rough bouchard work. The backs of the copings are to be rough punched and the stones must hold to the full scantlings throughout. V grooves are to be cut in the vertical points for 9 inches up from the beds to form cement joggles 3 inches square and small holes are to be cut in the joints over the joggles for grouting in neat Portland cement. The joints are to be "lipped" for 4 inches in from all exposed faces with one to one cement mortar pointed and key-drawn while green.

30. The backing of the quay walls will consist either of ordinary masonry or Portland cement concrete as the Commissioners may hereafter decide.

31. If of masonry, the backing is to consist of large, well-shaped stones not less than 9 inches in thickness, and not more than two courses of backing will be allowed to each course of face work. The beds and joints must be rough dressed so as to form joints not exceeding 1 inch. No pinning will be allowed which will raise a stone from its bed. Headers are not to be more than 6 feet apart or less than 5 feet in length, and care must be taken that they are so laid as to form perfect bond of at least 9 inches throughout the thickness of the wall.

32. The walls of the entrance channel and caisson chamber will be wholly of masonry from the foundations. The masonry will correspond in all respects as to dressing, &c., to that specified for the quay walls. Below datum level courses of not less than 2 feet will be allowed in the channel walls, but above datum they must correspond in thickness with the courses in the Quay walls. The courses in the walls of the caisson chamber for its whole height may be of any thickness not less than 18 inches.

33. In the inverts each stone must be of the exact shape and dimensions shown in the drawings to be furnished hereafter. All the stones are to be jointed in for at least 12 inches in depth from both the exposed faces, and all such joints are to be full, square, and finely dressed throughout the entire inverts, so as to ensure the whole being perfectly water-tight. All joint faces before being brought together

are to have a wash of Portland cement, and the joints for 3 inches in all round are to be jointed with neat cement grout and rammed hard until quite solid: small grooves are to be cut in the tops of the joint faces to facilitate grouting and ramming up, and the whole of the face joints are to be neatly pointed up while green. All the invert stones of the entrance are to be from 3 to 4 feet in height on their vertical, and from 3 to 4 feet in width on their horizontal faces with the joints radiated to break joint with the concrete and with each other at least 12 inches. The face of the entrance invert is to be worked to a curve of 150 feet radius, and that of the caisson chamber invert to a curve 28 feet radius.

34. The projecting faces of the invert and caisson stop quoins of the entrance against which the caisson will slide and abut is to project $\frac{3}{4}$ of an inch for a full width of 12 inches all round the quoins. The projecting faces are to be set to a true plane and will afterwards be fine axed, rubbed down and polished by men in the employ and at the cost of the Commissioners under the direction of the Engineer.

35. All exposed faces of invert stones, copings and quoins are to be dressed off equal to rough bouchard work having arrises of all copings rounded and fine axed to a radius of 3 inches and invert stones to a radius of $1\frac{1}{2}$ inch.

36. All the quoins of the caisson stops are to be jointed in square to the face lines and are to be dressed, bedded, jointed, pointed up and finished off as specified for the invert stones.

37. The top or finishing quoins forming part of the copings at the entrance and caisson stops are to be extra sized of the various forms shown, accurately fitted and firmly bedded in place, jointed, pointed, run up solid and finished off as specified for the other copings.

38. There are to be six regulating culverts extending through the embankment. The heads are to be formed as shown in the drawing. The walls are to be of first-class masonry, similar to that specified for the quay walls except that the courses may be 12 inches in thickness. The beds of the stones in the division walls are to be of the full thickness of the wall. The side walls will be 3 feet thick and the headers must extend through from front to back. The covering stones are not to be less than 18 inches in thickness.

39. The corbels supporting the chain paths are to be 2 feet 6 inches in length by 1 foot in width and 1 foot 6 inches in depth, built 1 foot 6 inches into the upper side walls of the caisson chamber, and projecting 1 foot beyond the face line and having the arrises on their under sides rounded off to a radius of 6 inches.

40. The stones forming the chain paths are to be 4 feet 6 inches in length by 2 feet in width and 1 ft. in thickness, tailed 6 inches into the masonry of the side walls and jointed over centres of corbels. V grooves 6 inches in depth are to be cut in the joints of the stones to form holes 3 inches square, and dowels run up solid with neat Portland cement.

41. The wall stones to which the chain rollers are to be attached are each to be 4 feet by 2 feet by 2 feet, and holes are to be sunk through the same for six 1-inch diameter bolts. All the stones are to be built into the side walls.

42. The bed stones for the girders over the caisson chamber are to be 6 feet in length 18 inches in breadth and 14 inches in depth, firmly laid.

43. The stone used in all parts of the work (except the quoins of the caisson berth and the inner quoins of the inverts or the quoins and hollow quoins for gates, which are to be granite) will be limestone from St. Vincent de Paul, Terrebonne, Radnor Forges, St. Maurice, or other quarries approved by the Engineer. The stones are to be sound and free from all powder shakes, vents, faults, and imperfections of every kind, and in all cases they are to be laid on their natural beds.

44. Every stone is to be laid in a full bed of mortar and beaten solid with a wooden beetle weighing not less than 50 lbs. The face joints are to have a 4 inch lipping of 1 to 1 cement mortar and are to be key-drawn and flushed up while green. The vertical joints are to be flushed up solid and every course must be perfectly level throughout and thoroughly grouted. In dry weather the wall must be kept wet.

45. No masonry is to be laid, or concrete put in, between 1st of November and 1st of May without special permission from the Engineer, which may be again withdrawn at five hours' notice.

46. Fenders 12 inches square, chamfered on the outer corners, are to be placed on the face of the masonry of the quay walls and entrance channel and secured to it by foxtailed screw bolts of galvanized iron 1 inch in diameter drilled into the masonry. The fenders are to be 26 feet long and are to have six bolts in each. The nuts and washers are to be countersunk and plugged.

47. There are to be also four rows of chocks 9 inches by 10 inches, chamfered on the outer corners. They are to be fitted tightly between the fenders and secured with similar bolts $\frac{7}{8}$ inch in the diameter, three in each chock. The timber in the fenders and chocks is to be white pine.

Concrete and Mortar.

48. Concrete is to be composed of six parts by measure of sand and stone in the proportion of one of the former to five of the latter, and one part of Portland cement, but the proportions of sand to stone may be altered from time to time at the discretion of the Engineer without extra cost.

49. The concrete is to be mixed by hand on a platform of three inch deals tongued and grooved, laid close and made water tight. The materials are to be turned over twice dry, and water is then to be gradually added through a fine rose-headed nozzle until the concrete is of a proper consistency. The concrete is to be turned over twice during the process of watering. It is then to be immediately wheeled into the works and rammed solidly against and around all timber work or masonry, and flushed up with thick grout whenever it may be found necessary, to ensure water-tight work. All unfinished surfaces of concrete during progress are to be left rough and are to receive a spread of grout as each layer of concrete is added, and all cavities are to be filled up solid with grout. The moulds are to be kept at least 12 inches higher than the concrete as the work proceeds.

50. The price per cubic yard of concrete is to include the cost of providing, fixing and removing all the necessary moulds, screens, planking, &c., the whole of which are to be completed, screwed up and adjusted before commencing the concrete work, and care must be taken to preserve accurately all lines and batters.

51. If the Engineer shall so direct all concretes laid under water are to be partially set before being put in place in order to prevent the cement being washed out. It is to be lowered in skips or boxes, or in such other way as the Engineer may direct, and carefully filled in close to the piles and planking and round the intersecting timbers of the crib-work, so as to make perfectly solid work, free from all cavities and defects.

52. Mortar is to be composed of two parts by measure of clean, sharp, moderately coarse sand to one part of Portland cement, with the exception of that for lipping the face joints, which is to be made of one part of sand to one of cement.

53. Grout will be made by adding water to well-tempered mortar until it is of a consistency to run freely.

54. The cement to be used throughout the works is to be Portland, of the best quality, finely ground, and must pass through a sieve of 2,500 meshes to the square inch, without leaving more than 20 per cent. of its bulk as residue, or through a sieve of 1,600 meshes to the square inch without leaving more than 10 per cent. of its bulk as residue, and must weigh not less than 112 lbs. to the Imperial struck bushel, or $87\frac{1}{4}$ lbs. per cubic foot. It shall be deposited upon the works at least one month before it is required for use, and at least two tests shall be made, one at the time of delivery of the cement and another on the tenth day after delivery, or at such other times as the Engineer may direct. The tests are to be made from samples taken from every twenty-fifth bushel. After having been mixed and cast in moulds, as directed, they shall remain in the open air for twelve hours and then be immersed in water for seven days, at the end of which time, if every five samples do not bear an average tensile strain of 600 lbs. avoirdupois (the minimum being 450

lbs.) to a section $1\frac{1}{2}$ inch by $1\frac{1}{2}$ inch, the cement will be condemned and must be removed from the works and premises of the Commissioners by and at the cost of the contractor.

55. The ballast for the concretes is to be clean broken stone, free from all impurities and of a quality to be approved by the Engineer. The stone must be broken into sharp angular fragments not larger than will pass freely through a 2-inch ring.

56. The sand for the concrete and mortar is to be perfectly clean, sharp and moderately coarse, washed free from all impurities.

57. All concretes and other mixtures will be rejected unless deposited and used in the works immediately after they are made, or within a reasonable time in the opinion of the Engineer. Before the concrete is laid in the trenches or over the area of any foundations on dry ground or below water, all mud, slush, soft ground, &c., must be removed down to the solid surface. The sides of excavations are to be carefully protected, so as to prevent loose earth or other materials from falling into and injuring the concrete, and if, owing to the presence of springs, &c., it shall appear to the Engineer to be necessary, the foundation shall be covered with canvas, tarred or plain, before the concrete is laid.

58. All the foregoing compounds are to be mixed under strict inspection, and the contractor or his foreman is to give notice to the engineer of his intention to begin such work, in default of which the Engineer or inspector will reject any concretes or mortars mixed without inspection, and the contractor must remove the same from the premises.

59. The contractor shall at any time mix for the inspection of the Engineer any concretes or mortars which he may require, and in such quantities as he may order, and shall subject the same to any tests the Engineer may consider necessary to determine their quality; and shall provide at his own cost all the labor, tools, materials, moulds, boxes and other appliances required for making such tests.

60. When masonry or concrete is laid by "tide work," operations are to be suspended at such a time before the water reaches the work as the Engineer may think is necessary to allow the cement to set properly.

61. The sheds for storing cement are to be wind and water tight, with shingle roofs and dry, elevated floors. They are to be of sufficient capacity to store enough cement for two months' work and to place it under cover immediately on its arrival at the works.

Facing of Wharves.

62. The facing of the present wharves will be formed of either two rows of sheet piling or of one row of sheet piling and a casing of 3-inch deals spiked to the wharf as may be found necessary.

63. The space between the outer and inner rows of sheet piling or between the former and the wharf is to be dredged by bag or spoon to the depth of 18 feet below datum, and filled with concrete and clay puddle as the Engineer shall direct.

64. Where necessary sheeting will be driven to the depth of 20 feet below datum along the face of the wharves to prevent undermining.

65. The gauge piles in the front row are to be 12 inches square, in two lengths of 18 and 35 feet, joined by a scarf 5 feet long bolted as shown, and driven to 25 feet below datum; and the sheeting 8 inches thick, not less than 8 inches wide and driven to a depth of $22\frac{1}{2}$ feet below datum. The sheeting will be in lengths of 19, 21, 24 and 26 feet. The gauge piles in the back row are to be 10 inches square and 42 feet long; the sheeting is to be 6 inches thick, not less than 7 inches wide, and driven to 18 feet below datum.

66. The walings are to be 6 inches by 12 inches in length, of not less than 23 feet, breaking joints and joined by scarfs 3 feet long fastened with two $\frac{1}{2}$ inch screw bolts. The walings are to be let on to the gauge piles 2 inches and are to be fastened to them with 1 inch screw bolts.

67. Any piles not properly driven or twisted or split in driving are to be drawn out and others driven in their places.

68. The caps are to be 12 inches square and secured to the piles by tenons, bolts or in any other way the Engineer may direct.

69. All timber in the gauge piles, sheeting piles, caps, braces, walings or other part of the work, the whole or any part of which is above datum, is to be white pine, perfectly sound, straight and free from all defects; and all butts, scarfs, crossings and intersections are to have a coat of Stockholm tar before being put together.

70. The iron in the screw bolts and tie rods is to be best English or Canadian refined. The screw bolts must be $2\frac{1}{2}$ inches longer than the wood length measured from the inside of the head. The screw is to be equal in diameter at the bottom of the threads to the diameter of the bolt on which it is cut. The head and nut must be equal in thickness to $1\frac{1}{8}$ diameter of the bolt and in width to $1\frac{3}{4}$ diameter. The washers are to be equal in diameter to four diameters of the bolt, and in thickness to half a diameter. The holes must not be bored with an auger larger than the bolt.

71. All castings are to be of tough grey metal, and free from sand, honeycomb, or porous places, air holes and other defects, and delivered on the works without being painted, stopped or plugged in any part, otherwise they will be condemned.

72. All ironwork after being examined and passed is immediately to receive one coat of red lead and oil, and two additional coats on all exposed parts when fixed.

73. The mooring posts, if of timber, are to be white pine, 18 inches square and 12 feet long; above the level of the Quay they are to be worked to an octagonal shape and faced with moulded cheeks of tamarac. The tops are to be neatly rounded off and covered with cast iron caps. They are to be inserted and wedged up in sockets of 3 inch pine or cedar planking built into the quay wall, and are to have 4 inch triangular fillets round them at the level of the coping.

74. If the Engineer shall so direct cast iron mooring posts of the same pattern as those in the "Graving Dock, Levis," are to be substituted for those of timber.

75. Should the method of closing the entrance by caisson be adhered to, the completed caisson berth will be handed over by the Engineer whenever he may deem fit to the contractors for the caisson or any parties whom the Commissioner may employ to construct or erect the caisson. This portion of the work is to be kept free from all obstructions and is to be in readiness for handing over to the caisson contractors at the end of the second year from the date of the contract, and the contractor is bound to keep the site entirely free from water during the time the caisson is in hand. Every care will be taken by the Engineers to ensure the fitting of the caisson against the meeting faces at its first flotation and trial, and at its second flotation and trial against the inner stop face, but should a fit not be made in two trials, the contractor for the main work will be bound to clear the whole of the entrance works of water, and keep them clear as many times as may be found necessary. For this pumping he will be paid by the hour at the price named in the schedule.

76. Should the method of closing the entrance by gates be adopted, the conditions in the above clause are to be binding so far as they are applicable to the altered construction.

77. The contractor is to provide, set up, fix, work and keep in repair all hand, steam or any other power or appliances for pumping, baling or raising the water, and keeping the entrance works perfectly free and clear of water, whether the same be caused by ordinary rainfall, snow, ice, high tides, floods, springs, fissures, soaks, percolations, leaks or otherwise, or by the bursting in of the coffer-dams, or any other dams, or by any other contingency whatsoever, and he will be held responsible for all damages arising from such causes. He is to lay down pumping power to the extent of 50 per cent. more than may be found absolutely necessary for keeping the entrance works dry, and he is to provide all enginemen, drivers, stokers, fuel, oil, waste and other labor, stores and materials requisite for the proper working of the machinery.

78. The whole of the surface of the quay is to be laid to such levels, inclinations and falls as may be directed by the Engineer, and is to be coated with metalling consisting of 8 inches of large sized broken stone of approved quality, finished off with 4 inches of small stone, gravel or other approved material.

79. Any roads, streets or pathways leading to the works are, if cut up or damaged by the contractor, to be repaired and kept in repair by him and delivered up at the completion of the works in as good condition as he found them, the Engineer being the judge.

80. The rates and prices named in the schedule will be held to be rigidly inclusive of the providing of all service grounds, and free access thereto, together with the entire cost of all labor, materials, tools, vessels, plant and machinery, and every other contingency connected with the work.

81. Before erecting coffer-dams, moulds for concrete, or any other important temporary work, the contractor shall submit plans thereof for the approval of the Engineer, or the Engineer may furnish plans for such works, but such approval or furnishing of plans shall not in any way relieve the contractor from his responsibility for the efficiency and maintenance of such works.

82. No work of any kind is to be commenced until the foundations have been examined and approved by the Engineer and permission given to begin work.

83. The work must be executed throughout in a substantial and workmanlike manner, strictly in accordance with the specification and such drawings and instructions as may be furnished by the Engineer during the progress of the works and to his full satisfaction, and no alterations in or deviations from any drawings or specifications are to be made without his written authority.

84. The contractor is to assume and make good at his own cost any damage that may happen to the works either from gales, storms, scour, settlement, fire, ice, or any other cause whatsoever up to their final completion and acceptance by the Engineer.

85. No tender will be considered unless made on the printed forms, with the blanks in the tender and schedule properly filled up.

86. Each tender must be accompanied to an *accepted* bank cheque for \$7,500 made payable to the Hon. the Minister of Public Works of Canada, and the party to whom the contract is awarded must be prepared to deposit as security with the Hon. the Minister a sum of which the \$7,500 will form part equal to 5 per cent. of the estimated amount of the contract, which sum will be forfeited if the contractor fails to complete the work. If any party tendering declines to enter into a contract when called upon to do so the cheque accompanying his tender will be forfeited: if the tender is not accepted the cheque will be returned.

87. Ninety per cent. only of the progress estimates will be paid until the final completion and acceptance of the works, and no part will be finally accepted or taken off the contractor's hands until the whole is completed to the satisfaction of the Engineer.

88. The works are to be commenced as soon as the person or persons whose tender is accepted shall have entered into a contract for their execution, and must be proceeded with in such a manner as will ensure their completion within three years from the date of the contract.

HENRY F. PERLEY, *Chief Engineer.*

CHIEF ENGINEER'S OFFICE, DEPT. PUBLIC WORKS, OTTAWA, 15th March, 1883.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 6th April, 1883.

On a memorandum dated 6th April, 1883, from the Minister of Public Works, submitting that he has caused to be prepared by his Chief Engineer plans and a specification for the cross wall and lock necessary to render available as a wet dock

the dock constructed by the Harbor Commissioners of Quebec at the mouth of the River St. Charles.

The Minister represents that such plans and specification were laid before the Harbor Commissioners, and certain slight modifications therein suggested by that Board have been made, and he, the Minister, now submits for approval the said plans and specification, under the Act 45 Vic., chap. 47.

The Committee accordingly submit the same for Your Excellency's approval.

JOHN J. MCGEE.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 28th May, 1883.

On a memorandum dated 26th May, 1883, from the Minister of Public Works, submitting that the Harbor Commissioners of Quebec have forwarded to his Department the tenders received by them for the construction of the proposed "cross wall" in connection with the works of improvement at the mouth of the River St. Charles, and that these tenders are made at schedule rates, and with such rates applied to estimated quantities, are as follows, viz. :—

John Gallagher.....	552,255.00
Larkin, Connolly & Co.....	634,340.00
G. Beaucage.....	640,808.50
Peters & Moore.....	643,071.16
J. & A. Samson.....	864,181.00

The Minister observes that on examining the tenders it was found that Messrs. Larkin, Connolly & Co., Gallagher and Beaucage, had made evident errors in their prices for "sheet piling"—and in Mr. Beaucage's case for "pile driving." That Mr. Gallagher adheres to the prices mentioned in his offer, but desires to withdraw it, he having taken another contract—and he requests that his security deposit be returned. That Mr. Beaucage acknowledged the error and asked that his tender be amended. This was done by the insertion of the increased prices stated in Mr. Beaucage's letter. That Messrs. Larkin, Connolly & Co. stated that though they had made an error they would hold themselves ready to enter into contract at the prices in their offer.

The Minister recommends that the second lowest tender, viz., that of Larkin, Connolly & Co., amounting to \$634,340., be accepted.

The Committee submit the above recommendation for Your Excellency's approval.

JOHN J. MCGEE.

To the Hon. the Minister of Public Works.

COPY OF CORRESPONDENCE AND ORDERS IN COUNCIL RESPECTING
AWARD OF CONTRACT FOR COMPLETION OF GRAVING DOCK
AT ESQUIMALT, B.C.

MEMO. RESPECTING AWARD OF CONTRACT FOR ESQUIMALT GRAVING DOCK.

Tenders were asked twice for the works, and the first tenders were not acted upon. In following pages will be found the correspondence and Orders in Council in reference to both calls for tenders.

SCHEDULE of Tenders received for completion of Graving Dock at Esquimalt, B.C. :—

- A.—W. J. Baskerville, Ottawa, 3 cheques for \$2,500.
 Jas. O'Connor do \$465,309.54 each.
 Patrick Cassidy do
 Hugh Stewart, Montreal.
- B.—M. Starrs, Ottawa, \$315,240.58. Cheque for \$7,500.
 J. L. P. O'Hanly, Ottawa.

Opened by

G. F. BAILLAIRGÉ,
 and Deputy Minister.
 HENRY F. PERLEY,
 Chief Engineer.

5th March, 1884.

OTTAWA, 19th March, 1884.

SIR,—In looking over the duplicate of our tender for the Esquimalt Graving Dock we have discovered the following mistakes :—

Clerical Errors.—Item 4: the price per cubic yard set down in the tender is 33 cents; this was intended to be \$1.33. Item 6: the price per cubic yard inserted in the tender is \$4.50; this was intended to be \$14.50. Item 302: the sum for which set down in the tender is \$2,500; this was intended to be \$25,000.

The prices set down in the tender for items 191, 192, 193 and 258, respectively, are the rates per unit; and the price for item 287 is the price per pound of the iron.

We would therefore respectfully request to be permitted to amend our tender by inserting these corrections, and if not, we desire to withdraw our tender and have our cheque returned us.

We have the honor to be, Sir, your obedient servants,
 STARRS & O'HANLY.

F. H. ENNIS, Esq., Secretary Department of Public Works, Ottawa.

OTTAWA, 14th April, 1884.

SIR,—In compliance with an advertisement asking for tenders for the construction of the Graving Dock in British Columbia, we had the honor to submit a tender for that work.

We find that in making our estimate a very serious error was made—in fact, so serious that it would be impossible to do the work for our tender as it now stands. Under these circumstances we would respectfully urge that the opportunity be afforded us of correcting our tender, or failing that, of withdrawing it.

We have the honor to be, Sir, your obedient servants,
 STARRS & O'HANLY.

Hon. Sir HECTOR LANGEVIN, Minister of Public Works, Ottawa, Ont.

CHIEF ENGINEER'S OFFICE, OTTAWA, 17th April, 1884.

(Memorandum.)

Two tenders have been received for the completion of the Graving Dock at Esquimalt, B.C., under the terms and conditions stated in an advertisement dated Ottawa, 12th November, 1883, which have been marked respectively A and B.

On applying the quantities to the prices stated in tender A that tender amounts to \$465,309.54.

On applying the quantities to the prices stated in tender B that tender amounts to \$315,240.58.

With reference to this last tender it may be stated that on 19th March last Messrs. Starrs & O'Hanly write that on looking over the duplicate of their tender they had discovered clerical errors which amount to about \$25,000, and they ask to be permitted to amend and thus increase their tender by that amount, and if not permitted to do so they desire to withdraw their tender and have their cheque returned.

With respect to these tenders, I am of the opinion that tender A is greatly in excess of the actual value of the work to be done, whilst tender B is as much too low, and that the persons who have submitted the last tender, viz., tender B, cannot possibly execute the work for the prices named; and as they have asked to amend their tender, which is a course not usually pursued, I would recommend that neither tender be accepted, and that the cheques be returned to the several parties.

HENRY F. PERLEY, *Chief Engineer.*

Messrs. Starrs & O'Hanly wish to get to-day their cheque with tender for British Columbia Graving Dock.

Yes; B. O. M., 18th April, 1884.

F. H. E.

Cheque returned and receipt taken 19th April, 1884.

G. F. B.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 19th April, 1884.

On a memorandum dated 17th April, 1884, from the Minister of Public Works, submitting that in answer to public advertisement two tenders have been received for the completion of the Graving Dock at Esquimalt, B.C., and that on applying the quantities to the prices the tenders are found to be as follows:—

A—Messrs. Baskerville, O'Connor, Cassidy & Stewart.....	\$465,309 54
B—Messrs. Starrs & O'Hanly.....	315,240 58

The Minister represents that Messrs. Starrs & O'Hanly state that on looking over the duplicate of their tender they have discovered clerical errors which amount to about \$25,000, and they ask to be permitted to amend and increase their offer by that amount, or if not permitted to do so, to be allowed to withdraw their tender and to have their cheque returned.

The Minister referred the matter for report to the Chief Engineer of his Department, who reports:—

"I am of opinion that tender 'A' is greatly in excess of the actual value of the work to be done, whilst tender 'B' is as much too low, and that the persons who have submitted the last tender, viz., tender 'B' cannot possibly execute the work for the prices named, and as they have asked to amend their tender, which is a course not usually pursued, I would recommend that neither tender be accepted, and that the cheques be returned to the several parties."

The Minister recommends that authority be granted in accordance with the report of his Chief Engineer.

The Committee advise that the requisite authority be granted accordingly.

JOHN J. MCGEE,
Clerk Privy Council.

The Hon. the Minister of Public Works.

TENDERS received for completion of Graving Dock at Esquimalt, B.C.

SUMMARY.

Names.	Amount with Concrete Backing.		Amount with Rubble Backing.	
	\$	cts.	\$	cts.
Starrs & O'Hanly.....	338,945	19	375,238	49
Larkin, Conolly & Co.....	374,559	53	403,373	03
Baskerville & Stewart.....	401,367	35	498,357	55
John McMullin.....	409,426	36	521,969	26
H. F. Keefer.....	429,298	02	505,425	52
Mitchell & McKenna.....	503,458	15	558,819	40
Cooke, Jones & Innes.....	512,904	52	591,736	17
Wm. Davis & Sons.....	540,454	35	563,264	85

Report to Council recommending the acceptance of the lowest tender, viz.:—
that of Messrs. Starrs & O'Hanly.

HECTOR L. LANGEVIN.

OTTAWA, 13th October, 1884.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council,
approved by His Excellency the Governor General in Council on the 16th October,
1884.

On a memorandum dated 13th October, 1884, from the Minister of Public Works, submitting that in answer to public advertisement eight tenders for the completion of the Graving Dock at Esquimalt, B.C., were received, and that the tenders were made at schedule rates and with the prices applied to approximate quantities were found to range from \$338,945.19 to \$540,454.35 if concrete be used for backing and from \$375,238.49 to \$563,264.85 if rubble be used for backing.

The Minister represents that the lowest, \$338,945.19, is from Messrs. Starrs & O'Hanly, of this city, who have, as required by advertisement, deposited with their tender an accepted security cheque for \$7,500.00, and that upon the submission of Messrs. Starrs & O'Hanly's tender the Chief Engineer reports expressing opinion that after deducting the amount—\$50,288.69—to be paid for plant, as per specification, the balance which would remain to the lowest bidders, viz., \$288,656.40, is too small for the completion of the work in a satisfactory manner.

The Minister further represents that Messrs. Starrs & O'Hanly were communicated with under date 7th October inst., requesting them to strengthen themselves financially by associating with them some man financially strong, and informing them that they would be allowed until Saturday last, the 11th, at 11 a.m., to do so, when they would be expected to give an answer stating the name of such associate, if any, and whether they would then be prepared to sign the contract, and that a reply dated the 10th instant has this day been received, in which Messrs. Starrs & O'Hanly state that in their opinion they have the necessary means themselves, without the assistance of another contractor, and that they are ready to sign the contract and make the necessary deposit, it being 5 per cent. of the amount of the tender, or, say, \$17,000.00.

The Minister, in view of all the circumstances and considering the large amount of \$17,000.00 which will be held by the Government as security for the fulfilment of the contract, does not consider that the lowest bidders should be passed over, and recommends that upon Messrs. Starrs & O'Hanly depositing to the credit of the Hon. the Receiver General the sum of \$9,500.00 required to complete the security

for the amount of their tender, the contract for the completion of the dock be awarded to them.

The Committee submit the same for Your Excellency's approval.

JOHN J. MCGEE, *Clerk Privy Council.*

The Hon. the Minister of Public Works.

OTTAWA, 24th October, 1884.

The Hon. Sir HECTOR LANGEVIN, K.C.M.G.,

Minister of Public Works, Ottawa.

HONORABLE SIR,—We find that we have made a mistake in some of the items in our tender for the Esquimalt Graving Dock, B.C., and find that our prices are generally too low.

We consider it therefore not prudent to take the contract, and that it would not be in the public interest if we were to do so.

We therefore beg to withdraw our tender and respectfully request that you may be pleased to return our deposit cheque.

We have the honor to be, Sir, your most obedient servants,

STARRS & O'HANLY.

CHIEF ENGINEER'S OFFICE, DEPARTMENT OF PUBLIC WORKS,

OTTAWA, 24th October, 1884.

SIR,—With reference to the letter of to-day's date from Messrs. Starrs & O'Hanly stating that they have made mistakes in some of the items of their tender for the Esquimalt Graving Dock, and asking to be allowed to withdraw their tender for that work, I have to state that I have always maintained the opinion that this tender was too low, and the work of completing the dock could not be done for the prices named by Messrs. Starrs & O'Hanly; and, having made a thorough examination of their tender, I find that the prices named for masonry and concrete are so low that they barely cover the cost of the stone to be furnished, leaving nothing for cement and labor for cutting and setting the same in the work; and it is evident, as stated by that firm, that they have made a serious mistake in the prices given with these items of work which form the bulk of the work to be done.

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

HENRY F. PERLEY, *Chief Engineer.*

F. H. ENNIS, Esq., Secretary Public Works Department.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 25th October, 1884.

On a memorandum dated 24th October, 1884, from the Minister of Public Works, submitting that Messrs. Starrs & O'Hanly, whose tender for the completion of the Esquimalt Graving Dock was accepted by Order in Council of the 16th October instant, have to-day by letter signified that they made mistakes in some items of their tender, and find that their prices are generally too low, submitting that it would not therefore be prudent for them to take the contract, and requesting to be allowed to withdraw their tender and have their deposit cheque returned to them.

The Minister states that the Chief Engineer of his Department reports to the effect that their tender was too low, and that the work could not be done for the prices named, that the figures for masonry and concrete, the two principal items, are so low that they barely cover the cost of the stone to be quarried, leaving nothing for cement and labor, and cutting and setting the stone in the work, and that it is

evident that Messrs. Starrs & O'Hanly have made serious mistakes in their tender as regards these items.

The Minister, in view of these circumstances, recommends that Messrs. Starrs & O'Hanly be permitted to withdraw their tender and have the security deposit returned to them, and that the contract be awarded to the next lowest tenderers, Messrs. Larkin, Connolly & Co., whose offer is for \$374,559.53 if concrete be used for backing, and \$403,373.03 if rubble backing be used.

The Committee submit the same for Your Excellency's approval.

JOHN J. MCGEE, *Clerk Privy Council.*

The Hon. the Minister of Public Works.

STATEMENT AND VOUCHER RESPECTING CHANGES AND ADDITIONS TO CONTRACT FOR COMPLETION OF GRAVING DOCK AT ESQUIMALT, B.C.

(*Memorandum.*)

In re CHANGES IN THE HEIGHT OF COURSES, &c., IN THE GRAVING DOCK AT ESQUIMALT, B.C.

The construction of this dock was commenced by the Government of British Columbia as a local work, in accordance with plans prepared by Messrs. Kinipple & Morris, of London, England, and at that time it was believed that stone of the thickness then specified was all that could be obtained within a reasonable distance of Esquimalt. After various failures on the part of those employed by the Provincial Government to execute the work it was abandoned, and finally was transferred to the Dominion.

As soon after the transfer as possible tenders were asked for the completion of this work. Two only were received, both of which were objected to and cancelled. A second set of tenders was called for, on exactly the same plans, &c.—which were those prepared by Kinipple & Co.—and fresh tenders were received, the lowest being that of Messrs. Starrs & O'Hanly, which that firm eventually withdrew, stating in their letter of 24th October, 1884, that they had discovered mistakes in some of the items in their tender which rendered it prudent for them not to take the contract. The next lowest tender was that of Messrs. Larkin, Connolly, & Co., which was accepted, and that firm proceeded to and did complete the work.

In searching for stone a quarry was found in which stone of a fine quality and great thickness could be obtained; stone large enough to make one course instead of two thin courses was got out and brought to the works. A plan of the new depth of courses was submitted to the Hon. Mr. Trutch, then Dominion Agent in British Columbia, and especially mentioned in the specification as having the power to make such changes as circumstances might appear to him to require it, and their adoption was sanctioned because it was believed that the work would be greatly benefited thereby, as a heavier and stronger class of material would be used, the price therefor remaining unchanged.

Another change was made which added somewhat to the cost of the docks. According to the plans prepared by Kinipple & Co. the length of the dock on the floor was 380 feet, and it was designed to extend the dock at some future date; the plans showed a "second entrance" at the head, and the works in connection therewith were described and included in the specification. After the work had been finally let, the necessity of this "second entrance" was disputed, and it was maintained that they should be omitted, and the dock finished with a circular head as at Quebec. This matter I brought to the notice of the Department in a memo. dated 21st January, 1885, to the effect that the dock was considered too short, and that by omitting the works of the "second entrance," which were practically useless for any purpose in connection with the dock, the length on the floor line would be increased from 380 to 430 feet, thus providing for vessels up to that length. This recom-

mendation was approved by an Order in Council dated 3rd February, 1885, and the change to a circular head was made in accordance therewith.

With respect to the items forming the account for "extras," amounting to \$23,015.73, I have to say that it can be found in detail attached to the final estimate. The items extend over a year, and are of such a nature that they could not be covered by the prices stated in the contract, seeing that they were in connection with the building of dry earth privies ordered by the Lords of the Admiralty for the use of officers and men of H. M. ships whilst in dock; of a magazine (brick) for the storage of such explosives as would be dangerous to leave on a vessel under repairs; with the construction of an extra well and placing a centrifugal pump and engine to supplement the pumping plant procured by the Government of British Columbia, which was found to be slow in action; for the many items of pipes and fittings and parts to place the pumping plant which had been on the ground for nearly ten years in working order; for coal, oil, &c., required for this plant during the year, in tubing and completing the caisson, and keeping the dock free from water; and for many small jobs, all of which appear in the detailed account referred to herein. To my knowledge no further sum or amount than the one herein stated has been paid on account of "extras."

Respectfully submitted,

13th May, 1890.

HENRY F. PERLEY, *Chief Engineer.*

DEPARTMENT OF PUBLIC WORKS, OTTAWA, 4th May, 1885.

SIR,—I write in confirmation of the following message sent to you to-day: "Telegram received; Minister authorizes you to 'permit contractors to build work with stone of increased sizes as proposed by themselves, they to be made aware that this permission is merely acceding to their request and not ordering them to make the change.'"

Your long message of the 2nd I laid before Sir Hector, together with my telegrams of the 16th and the 20th April, and letters in confirmation of same, and the above telegram was sent to you at his request.

I am of the opinion that the contractors should have preferred their request in writing before being permitted to change the courses, but as they have not done so, but have informally applied here for permission to do so, it has been granted to them, and I will inform them here of this decision of the Minister, and that no extra payment will be made to them on account of this change.

I am, Sir, your obedient servant,

HENRY F. PERLEY, *Chief Engineer.*

Hon. J. W. TRUTCH, C.M.G., Dominion Agent, Victoria, B. C.

MEMORANDUM FOR THE MINISTER IN RE ESQUIMALT GRAVING DOCK.

CHIEF ENGINEER'S OFFICE, PUBLIC WORKS DEPARTMENT.

OTTAWA, 21st January, 1885.

As per the contract plans the available length of the Graving Dock at Esquimalt, B.C., is 380 feet; the width at the bottom or floor 65 feet, and at the top or ground level 90 feet; the width at the entrance 65 feet, with, say, 25 feet on the sill at ordinary high water.

The plans show, and the contract provides for the construction at the head of the dock of inverts and a caisson recess in anticipation of the construction at a future date of another dock beyond the present one, and these inverts, &c., occupy a length of 50 feet 6 inches, and are practically useless for any purpose in connection with

the dock. They merely add to the expense of its construction, without adding anything to its usefulness.

It has been stated that the dock is too short, and should be lengthened, not in view of the present traffic, but in view of the traffic of the future, as the tendency is to increase the size of vessels with the increase of traffic.

The steamers now plying between Europe and the Atlantic ports range from 360 to 460 feet in length; and it may be assumed that steamers of a similar class may ply to and from the Pacific side of the Dominion, and therefore the question has been mooted whether it is not desirable now, whilst opportunity offers, to construct the dock of a sufficient length to accommodate such a class of steamers.

So far as I have been able to ascertain, I do not think that any increase in length is required for Her Majesty's ships.

The "Minotaur," "Agincourt" and "Northumberland" are each 400 feet in length, and I am personally aware that the "Northumberland's" draught is 28 feet, too great to enter the dock.

The "Inflexible" is 320 feet long and 75 feet wide, and the "Ajax" and "Agamemnon" are 321 feet long and 68 feet wide, but these ships are too wide to enter the dock.

Following these, the longest ships in the navy are the "Inconstant," the "Shah," the "Iris" and the "Mercury," which range from 300 to 337 feet in length, all of which could be docked provided their draught does not exceed 25 feet.

As before stated, the works for a second entrance at the head of the dock are and will remain useless, and if the dock bottom were carried out and these works abolished a further length of 50 feet would be obtained within the limits of the present contract at an additional expense of, say, \$35,000, or a total of \$410,000.

HENRY F. PERLEY, *Chief Engineer.*

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 3rd February, 1885.

On a memorandum dated 26th January, 1885, from the Minister of Public Works, submitting that it has been represented that the Graving Dock at Esquimalt, B.C., the works for the completion of which are now under contract, will, if constructed in accordance with the present design, prove to be too short—not for the vessels employed in the present traffic, but for those likely to be engaged in that for the future, the tendency being to increase the size of vessels as traffic increases.

That according to the contract plans the available length of the dock will be 380 feet, the width at the bottom or floor 65 feet, and at the top or ground level 90 feet; the width at the entrance 65 feet, with say, 25 feet on the sill at ordinary high water.

That the steamers now plying between Europe and the Atlantic ports range from 360 to 460 feet in length, and it may be assumed that steamers of a similar class will ply to and from the Pacific side of the Dominion.

That, therefore, the question has been mooted whether it is not desirable now, whilst opportunity offers, to construct the dock of a sufficient length to accommodate such a class of vessels.

The Minister of Public Works represents that the Chief Engineer of his Department reports that, so far as he has been able to ascertain, no increase in the length of the dock is, he thinks, required for Her Majesty's ships. He states that the "Minotaur," "Agincourt" and "Northumberland" are each 400 feet in length; that the draught of the last mentioned vessel being 28 feet, is too great to permit her to enter the dock; that the "Inflexible," "Ajax" and "Agamemnon" are each 320 feet long, but that owing to their width, the "Inflexible" being 75 feet wide and the "Ajax" and "Agamemnon" each 68 feet, they also will be unable to enter the dock; that following the vessels named, the longest ships in the British Navy are the "Inconstant," the "Shah," the "Iris" and the "Mercury," which range from 300 to 337

feet in length, and which could be docked provided their draught does not exceed 25 feet.

The Minister further represents that the plans show and the contract provides for the construction at the head of the dock of invert and a caisson recess, in anticipation of the construction, at a future date, of another dock beyond the present one; and the Chief Engineer reports that these inverts, &c., which occupy a length of 50 feet 6 inches, are and will remain practically useless for any purpose in connection with the dock—merely adding to the cost of its construction, without adding anything to its usefulness—and that if the dock bottom were carried out and these works abolished a further length of 50 feet would be obtained within the limits of the present contract at an additional expense of, say, \$35,000, or a total of \$410,000.

The Minister recommends that authority be granted that the inverts and caisson recess provided for in the plans, &c., and herein referred to, be not constructed, and that the dock bottom be carried out at the additional cost of thirty-five thousand dollars (\$35,000), as estimated.

The Committee concur in the foregoing recommendations, and they submit the same for Your Excellency's approval.

JOHN J. MCGEE, *Clerk Privy Council.*

The Hon. the Minister of Public Works.

PUBLIC WORKS OF CANADA.

Number of estimate.....

TO THE ENGINEER MAKING THE ESTIMATE, INSERT AT

- 1—Progress or final.
- 2—Date up to which this estimate is made.
- 3—Name of Contractor
- 4—Contract or extra.
- 5 & 7—Number of the letter from the Department to the Engineer ordering the work to be proceeded with.
- 6—Name of person to whom this letter is addressed.
- 8—Date of this letter.
- 9—Maximum of expenditure authorized by letter
- 10—The nature of the work for which the sum is granted.

Name of work—Esquimalt Graving Dock.

Name of Contractor—Larkin, Connolly & Co.

Number of Contract—685.

Date of Contract—8th Nov., 1884.

(1) Amended final estimate of work done and materials delivered from the beginning of the work to the (2) 31st Dec., 1887, by (3) Larkin, Connolly & Co., on (4) extra work ordered by letter (5) No.....

Make an estimate for contract work alone, and a separate one for each order for extra work. The several estimates to be tied together with a summary of the whole at the end.

The works, the details of which are given in this estimate, were proceeded with under order of the Department of Public Works to (6).....(7) No.....dated (8).....188... authorizing an expenditure of (9) \$.....(10) to... ..

No. of Item.	Description of Work and Materials.	Quantity.	Prices.		
	To work done, materials supplied, &c., as per attached.....			\$ cts.	23,015 73

1886.		EXTRA WORK.		\$	cts.	\$	cts.
Nov. 1 to 30	Omitted in account rendered for November—						
	Filling behind drains—						
	Foreman, 10 hours, at 40c.....			4	00		
	Labor, 56 hours, at 30c.....			16	80		
							20 80
	Painting buildings, painter, 32 hours, at 50c.....						16 00
	Cleaning sluice valves, labor, 30 hours, at 30c.....						9 00
Dec. 1 to 31	Building privies, carpenter, 73 hours, at 50c.....						36 50
	Painting coal and oil house, painter, 10 hours, at 50c.....						5 00
	Maintaining fires under boilers—						
	Machinist's assistant, 14 hours, at 50c.....			7	00		
1887.	Coal supplied, 2 tons, at \$10.....			20	00		
							27 00
Jan. 1 to 31	Cleaning machinery, &c., machinist, 117 hours, at 60c.....			70	20		
	Materials supplied—						
	Cotton waste, 9 lbs., at 12c.....			1	08		
	Emery cloth, 2 doz. sheets, at \$1.50.....			3	00		
	Coal oil, 5 galls., at 45c.....			2	25		
	Lard oil, 5 galls., at \$1.20.....			6	00		
	Tallow, 5 lbs., at 15c.....			0	75		
							83 28
Feb. 1 to 28	Maintaining fires under boilers—						
	Machinist's assistant, 239 hours, at 50c.....			119	50		
	Labor, 18 hours, at 30c.....			5	40		
	Team, 7½ hours, at \$1.....			7	50		
	Coal furnished, 4 tons, \$10.....			40	00		
							172 40
Mar. 1 to 31	Cleaning surface drains, labor, 15 hours, at 30c.....						4 50
	Grinding valves, main boilers—						
	Machinist, 25 hours, at 60c.....			15	00		
	do assistant, 25 hours, at 50c.....			12	50		
							27 50
	Fitting clutches to auxiliary engine—						
	Machinist, 10 hours, at 60c.....			6	00		
	do assistant, 10 hours, at 50c.....			5	00		
							11 00
	Making joints for main engine—						
	Machinist, 30 hours, at 60c.....			18	00		
	do assistant, 30 hours, at 50c.....			15	00		
							33 00
	Cleaning main pump wells, rods, &c.—						
	Machinist, 10 hours, at 60c.....			6	00		
	do assistant, 20 hours, at 50c.....			10	00		
							16 00
	Removing logging from cylinder of main pump to make joint in copper pipe, carpenter, 5 hours, at 50c.....						2 50
	Cleaning boiler, leaks, &c., machinist's assistant, 20 hours, at 50c.....						10 00
	Drilling holes in steam pipe and placing lubricators—						
	Machinist, 5 hours, at 60c.....			3	00		
	do assistant, 5 hours, at 50c.....			2	50		
							5 50
	Cleaning main and auxiliary wells—						
	Foreman, 10 hours, at 40c.....			4	00		
	Labor, 60 hours, at 30c.....			18	00		
							22 00
	Cleaning apron in front of quay walls, labor.....						7 50
	Cleaning roller boxes and hoisting dirt—						
	Labor, 90 hours, at 30c.....			27	00		
	Steam derrick, 5 hours, at \$2.50.....			12	50		
							39 50
	Pumping out dock with auxiliary pump, 26 hours, at \$3.....						78 00
	Placing pump as above—						
	Carpenter, 10 hours, at 50c.....			5	00		
	Labor, 15 hours, at 30c.....			4	50		
	Cleaning auxiliary engine, 5 hours, at 60c.....			3	00		
							12 50
	Cleaning at sluice valves, labor, 25 hours, at 30c.....						7 50
	Materials supplied—						
	Files, 3, at \$1.....			3	00		
	Squirt cans, 2, at \$1.....			2	00		
	1 inch globe valve.....			2	00		
	1½ inch union.....			1	25		
							8 25

1887.	EXTRA WORK—Continued.	\$ cts.	\$ cts.
April 1 to 30	Blocking up slide in main pump well—		
	Carpenter, 5 hours, at 50c.....	2 50	
	Labor, 5 hours, at 30c.....	1 50	
			4 00
	Making brackets for lamps, carpenter, 8 hours, at 50c.....		4 00
	Cleaning main engine, machinist's assistant, 30 hours, at 50c.....		15 00
	Removing covering caisson recess, labor, 62 hours, at 30c.....		18 60
	Making and setting brackets for vacuum gauges—		
	Carpenter, 2½ hours, at 50c.....	1 25	
	Machinist's assistant, 6 hours, at 50c.....	3 00	
			4 25
	Lowering chain pulley in caisson recess—		
	Stonecutter, 65 hours, at 50c.....	32 50	
	Blacksmith, 32½ hours, at 50c.....	16 25	
	do helper, 32½ hours, at 40c.....	13 00	
			61 75
	Resetting cap of main pump shaft, machinist's assistant, 20 hours, at 50c.....		10 00
	Making new keys for rods, auxiliary pump—		
	Blacksmith, 8 hours, at 50c.....	4 00	
	Helper, 8 hours, at 40c.....	3 20	
		7 20	
Cutting checks in coping at end of caisson recess—			
Stonecutters, 30 hours, at 50c.....	15 00		
Blacksmith, 15 hours, at 50c.....	7 50		
do helper, 15 hours, at 40c.....	6 00		
		28 50	
Setting steam gauge in main steam pipes, machinist, 5 hours, at 60c.....		3 00	
Placing iron band about cylinder of auxiliary pump—			
Machinist, 5 hours, at 60c.....	3 00		
Blacksmith, 5 hours, at 50c.....	2 50		
Carpenter, 5 hours, at 50c.....	2 50		
		8 00	
Raising auxiliary pump for repairs and hauling to Albion Iron Works—			
Machinist's assistant, 24 hours, at 50c.....	12 00		
Labor, 90 hours, at 30c.....	27 00		
Team, 5 hours, at \$1.....	5 00		
		44 00	
Cleaning floor of dock, labor, 40 hours, at 30c.....		12 00	
Cleaning auxiliary pump, machinist's assistant, 50 hours, at 30c.....		25 00	
Removing dock floor paving to relieve pressure—			
Foreman, 5 hours, at 40c.....	2 00		
Labor, 15 hours, at 30c.....	4 50		
		6 50	
Materials supplied—			
Cotton waste, 35 lbs., at 12c.....	4 20		
Plumbago, 5 lbs., at 20c.....	1 00		
Lard oil, 20 galls., at \$1.20.....	24 00		
Coal oil, 10 galls., at 45c.....	4 50		
		33 70	
May 1 to 31	Replacing new cylinder of aux. pump, making joints, painting, &c.—		
	Machinist, 130 hours, at 60c.....	78 00	
	Painter, 50 hours, at 50c.....	25 00	
	Foreman, 3 hours, at 40.....	1 20	
	Labor, 32 hours, at 30c.....	9 60	
			113 80
	Refilling, levelling and spreading gravel behind quay walls—		
	Foreman, 43 hours, at 40c.....	17 20	
	Laborers, 485 hours, at 30c.....	145 50	
	Horse, cart and driver, 22 hours, at 75c.....	16 50	
			179 20
	Clearing off and levelling, laying foundations for closets and carting for same—		
	Carpenter, 240 hours, at 50c.....	120 00	
	Labor, 70 hours, at 30c.....	21 00	
	Team, 20 hours, at \$1.....	20 00	
		161 00	
Drilling remainder of locks for casting of pullies which support endless chain in caisson recess—			
Stonecutter, 30 hours, at 50c.....	15 00		
Blacksmith, 15 hours, at 50c.....	7 50		
do helper, 15 hours, at 40c.....	6 00		
		28 50	
Making stand in engine room, carpenter, 10 hours, at 50c.....		5 00	

1887.	EXTRA WORK—Continued.	\$ cts	\$ cts
May 1 to 31.	Removing main engine in order to test caisson engine broke down and was dismantled— Machinist, 44 hours, at 60c.....	26 40	
	do assistant, 24 hours, at 50c.....	12 00	38 40
	Pumping out dock by means of auxiliary pump after main engine broke down— Engine driver, 246 hours, at 50c.....	123 00	
	Stoker, 251 hours, at 40c.....	100 40	
	Wheeling coal to boilers.....	44 10	267 50
	Concreting around wing walls, east and west sides, and bringing cement from Victoria— Foreman, 29 hours, at 40c.....	11 60	
	Labor, 370 hours, at 30c.....	111 00	
	Team, 5 hours, at \$1.....	5 00	127 60
	Making band for air chamber auxiliary pump— Blacksmith, 5 hours, at 50c.....	2 50	
	do helper, 5 hours, at 40c.....	2 00	4 50
	Removing cylinders and steam chest of main engine to be replaced by new one, and loading same— Machinist, 10 hours, at 60c.....	6 00	
	do assistant, 10 hours, at 50c.....	5 00	
	Stoker, 5 hours, at 40c.....	2 00	
	Foreman, 2½ hours, at 40c.....	1 00	
	Labor, 8 hours, at 30c.....	2 40	
	Steam derrick, 2½ hours, at \$2.50.....	6 25	22 65
	New cover of auxiliary pump broke, placing bands and bolts and making new joints and replacing— Machinist, 15 hours, at 60c.....	9 00	
	do assistant, 5 hours, at 50c.....	2 50	11 50
	Taking opposite piston and rod off main engine and bringing to Victoria— Machinist, 10 hours, at 60c.....	6 00	
	do assistant, 10 hours, at 50c.....	5 00	
	Stoker, 10 hours, at 40c.....	4 00	
	Team, 5 hours, at \$1.....	5 00	20 00
	Bringing over scow load of gravel for concreting in wing walls, capstans, &c., and unloading same— Foreman, 10 hours, at 40c.....	4 00	
	Labor, 120 hours, at 30c.....	36 00	
	Team, 5 hours, at \$1.....	5 00	
	Steam tug, 5 hours, at \$2.50.....	12 50	
	do derrick, 6 hours, at \$2.50.....	15 00	72 50
	Excavating for centrifugal pump, west of coal shed— Foreman, 10 hours, at 40c.....	4 00	
	Labor, 100 hours, at 30c.....	30 00	
	Horse, cart and driver, 20 hours, at 75c.....	15 00	49 00
	Materials supplied— 3 yds. 8-in. rubber, 23 lbs, at 60c.....	13 80	
	1 gauge glass.....	1 00	
	File, 16-in.....	1 00	
	1 ½-in. paint brush.....	1 50	
	Boiled oil, 3 galls., at \$1.30.....	3 90	
	Red lead, 5 lbs., at 10c.....	0 50	
	Lumber for closets, 8 by 10-inch, 1,800 ft. at 14c.....	25 20	
	Turpentine, 5 galls., at \$1.....	5 00	
	Red lead, 30 lbs., at 10c.....	3 00	
	Nails, 8d. and 10d., 2 kegs, at \$5.....	10 00	
	Lard oil, 5 galls., at \$1.20.....	6 00	
	White lead, 25 lbs., at 12c.....	3 00	
	Brass bolts for condenser cocks, No. 24.....	31 25	
	Tallow, 41 lbs., at 12½c.....	5 12	
	6-in. hinges for closets, 8 pairs, at 35c.....	2 80	
	3-in. bits, 2 sets at 35c.....	0 70	
	2-in. do 6 do 35c.....	2 10	
	Rim locks, 8, at \$1.....	8 00	
	do 2, at \$1.50.....	3 00	
	Tallow, 41 lbs., at 12½c.....	5 12	

1887.	EXTRA WORK—Continued.	\$ cts.	\$ cts.
May 1 to 31.	Materials supplied—		
	Lard oil, 5 galls., at \$1.20.....	6 00	
	Waste, 25 lbs., at 12c.....	3 00	
	Iron in band round air chamber, 40 lbs., at 12½c.....	5 00	
	Tallow, 41 lbs., at 12½c.....	5 12	
	Lard oil, 5 galls., at \$1.20.....	6 00	
	Coal oil, 5 do 1.45.....	2 25	
	Coal furnished during 9 months, 71 tons, at \$7..	497 00	
	Water supplied do 180 do 1.....	180 00	
	do for concrete, 38 do 5.....	190 00	
			1,026 36
June 1 to 30.	Cutting check and replacing quoin of outer invert broken through lifting of caisson—		
	Stonecutter, 30 hours, at 50c.....	15 00	
	Blacksmith, 15 do 50c.....	5 50	
	do helper, 15 hours, at 40c.....	6 00	
			28 50
	Cutting holes in masonry for steam pipes for centrifugal pump, also in wall of auxiliary pump well, to place band around air chamber, cutting check for closure of former exhaust, stonecutter, 30 hours, at 50c.....		15 00
	Making grating for discharge culvert, quay wall, and drilling locks for same—		
	Stonecutter, 14 hours, at 50c ..	7 00	
	Blacksmith, 25 do 50c.....	12 50	
	do helper, 25 hours, at 40c.....	10 00	
			29 50
	Re-covering rubber facing torn off by rising of caisson—		
	Divers, 14 hours, at \$10	140 00	
	do assistants, 14 hours, at 60c.....	8 40	
			148 40
	Carting coal from wharf to coal shed, horse, cart and driver, 60 hours at, 75c.....		45 00
	Cutting masonry to line up brackets of auxiliary pump—		
	Stonecutter, 25 hours, at 50c	12 50	
	Blacksmith, 9 hours, at 50c.....	4 50	
	do helper, 8½ hours, at 40c.....	3 50	
			20 50
	Excavating to place centrifugal pump—		
	Foreman, 45 hours, at 40c.....	18 00	
	Labor, 295 hours, at 30c	73 50	
			91 50
	Making temporary dam in rear of sluice valves—		
	Foreman, 14 hours, at 40c.....	5 60	
	Labor, 55 hours, at 30c	16 50	
			22 10
	Pumping out dock with auxiliary pump to test the caisson—		
	Engine driver, 61 hours, at 50c.....	30 50	
	Stoker, 61 hours, at 40c.....	24 40	
	Wheeling coal, 30 hours, at 30c.....	9 00	
			63 90
	Bringing cement from Victoria for ballasting the caisson and unloading—		
	Steam tug, 5 hours, at \$2.50.....	12 50	
	Foreman, 6 hours, at 40c.....	2 40	
	Labor, 25 hours, at 30c	7 50	
	Steam derrick, 1 hour at \$2.50.....	2 50	
			24 90
	Screening and carting sand and mixing mortar for upper deck of caisson—		
	Foreman, 12 hours, at 40c.....	4 80	
	Labor, 118 hours, at 30c.....	35 40	
	Carts, 10 hours, at 75c.....	7 50	
			47 70
	Cleaning boilers, disconnecting auxiliary pump, making new connections for centrifugal pump and and new joints in boilers, &c., machinist, 350½ hours, at 60c.....		210 30
	Building privies, carpenters, 150 hours, at 50c		57 50
	Cutting, placing, removing and replacing timber for bulk head in groove at entrance into caisson recess, keeping up steam and pumping—		
	Carpenter, 45 hours at 50c.....	22 50	
	Machinist, 20 hours at 60c	12 00	
	Stoker, 20 hours at 40c.....	8 00	
	Foreman, 25 hours, at 40c.....	10 00	
	Labor, 70 hours, at 30c.....	21 00	
	Steam derrick, 25 hours, at \$2.50.....	62 50	
			136 00

1887.	EXTRA WORK—Continued.	\$ cts.	\$ cts.
June 1 to 30.	Material supplied—		
	¾-in. round file.....	1 00	
	2½-in. tube cleaner.....	3 00	
	¾-in. round iron, 187 lbs., at 8c.....	14 96	
	14-in. smooth file.....	1 25	
	Boiled oil, 5 galls., at \$1.20.....	6 00	
	White lead, 30 lbs., at 12c.....	3 60	
	Lard oil, 5 galls., at \$1.20.....	6 00	
	1½-in. tube brush.....	2 50	
	White lead, 25 lbs., at 12c.....	3 00	
	1½ union.....	0 80	
	Squirt can.....	1 00	
	Lard oil, 5 galls., at \$1.20.....	6 00	
	Cotton rope for caulking bulkhead caisson recess, 50 lbs., at 30c.....	15 00	
	Lock and bolts for closets.....	3 50	
	Tallow, 41 lbs., at 12½c.....	5 12	
	Coal oil, 5 galls., at 45c.....	2 25	
	Gauge glasses, 3, at \$1.50.....	4 50	
	Coal furnished, 67 tons, at \$7.....	469 00	
	Lumber supplied for bulk head caisson recess, 9,765 ft., at 16c.....	156 24	
	Water furnished for boilers, 30 tons, at \$1.....	30 00	
			757 62
July 1 to 31.	Cleaning up auxiliary pump and engine, main pumps and engines, machinist's assistant, 25 hours, at 50c.....		12 50
	Helping to place new cylinder in position, laborers, 100 hours at 30c.....		30 00
	Cutting, placing, removing and replacing timber in groove for bulkhead caisson recess, maintaining steam, &c.—		
	Carpenter, 30 hours, at 50c.....	15 00	
	Foreman, 30 hours, at 40c.....	12 00	
	Divers, 24 hours, at \$10.....	240 00	
	Steam derrick, 30 hours, at \$2.50.....	75 00	
	Labor, 90 hours, at 30c.....	27 00	
	Machinist, 30 hours, at 60c.....	18 00	
	Stoker, 30 hours, at 40c.....	12 00	
			399 00
	Placing centrifugal pump in caisson chamber to drain same—		
	Foreman, 21 hours, at 40c.....	8 40	
	Carpenter, 55 hours, at 50c.....	27 50	
	Laborers, 130 hours, at 30c.....	39 00	
	Machinist's assistant, 65 hours, at 50c.....	32 50	
			107 40
	Working centrifugal and auxiliary pumps, diving and caulking to stop leakage—		
	Divers, 10 hours, at \$10.....	100 00	
	do assistants, 20 hours, at 60c.....	12 00	
	Machinist's assistant, 128 hours, at 50c.....	64 00	
	Stoker, 130 hours, at 40c.....	52 00	
	Carpenter, 40 hours, at 50c.....	20 00	
			248 00
	Removing of teak from caisson to dress same, removing the bolts, &c.—		
	Carpenter, 20 hours, at 50c.....	10 00	
	Labor, 90 hours, at 30c.....	27 00	
	Machinist, 20 hours, at 60c.....	12 00	
	Stoker, 24 hours, at 40c.....	9 60	
	Steam derrick, 10 hours, at \$2.50.....	25 00	
			83 60
	Removing timbers from bulkhead in caisson chamber and storing same in shed—		
	Foreman, 10 hours, at 40c.....	4 00	
	Labor, 70 hours, at 30c.....	21 00	
	Team, 10 hours, at \$1.....	10 00	
	Steam derrick, 10 hours, at \$2.50.....	25 00	
			60 00
	Removing centrifugal pump from caisson chamber—		
	Foreman, 12 hours, at 40c.....	4 80	
	Labor, 58 hours, at 30c.....	17 40	
			22 20
	Replacing displaced keel blocks—		
	Diver, 4 hours, at \$10.....	40 00	
	do assistant, 8 hours, at 60c.....	4 80	
	Foreman, 10 hours, at 40.....	4 00	
	Labor, 70 hours, at 30c.....	21 00	
			69 80
	Wedging and caulking leakage in caisson, carpenter, 6 hours, at 50c.....		3 00
	Making fenders for outer inverts, carpenter, 22 hours, at 50c.....		11 00

1887.	EXTRA WORK—Continued.	\$	cts.	\$	cts.
July 1 to 31.	Making holes in masonry for bolts through fender outer inverts—				
	Labor, 24 hours, at 30c	7	20		
	Blacksmith, 6 hours, at 50c	3	00		
	do helper, 6 hours, at 40c	2	40		
	Unloading coal and carting to main boilers—				12 60
	Steam derrick, 11 hours at \$2.50	27	50		
	Foreman, 11 hours, at 40c	4	40		
	Labor, 86 hours, at 30c	25	80		
	Horse, cart and driver, 20 hours, at 75c	15	00		
	Cleaning and scraping altars, &c., floor of dock after "Cormorant" was stored and removing debris—				72 00
	Foreman, 30 hours, at 40c	12	00		
	Labor, 483 hours, at 30c	144	90		
	Steam derrick, 30 hours, at \$2.50	75	00		
	Dressing teak, adding 1½-in. strip and replacing same in caisson—				231 90
	Carpenter, 450 hours, at 50c	225	00		
	Labor, 105 hours, at 30c	31	50		
	Steam derrick, 12½ hours, at \$2.50	31	25		
	Pumping with auxiliary pump to dry caisson chamber whilst placing teak—				387 75
	Machinist's assistant, 128 hours, at 50c	64	00		
	Stoker, 132 hours, at 40c	52	80		
	Hauling stores out of dock—				116 80
	Foreman, 5 hours, at 40c	2	00		
	Labor, 10 hours, at 30c	3	00		
	Team, 5 hours, a \$1	5	00		
	Excavating wall for centrifugal pump, removing rock, &c.—				10 00
	Drillers, 430 hours, at 30c	129	00		
	Blacksmith, 45 hours, at 50c	22	50		
	do assistant, 45 hours, at 40c	18	00		
	Carting coal to main boilers, team, 55 hours, at \$1				169 50
	Clearing mud and shavings from caisson chamber and placing new grating on upper dock valves—				55 00
	Foreman, 10 hours, at 40c	4	00		
	Labor, 50 hours, at 30c	15	00		
	Derrick, 10 hours, at \$2.50	25	00		
	Team, 10 hours, at \$1	10	00		
	Pumping with auxiliary pump to dry dock for removal of debris accumulated—				54 00
	Engineer, 204 hours, at 60c	122	40		
	Stoker, 204 hours, at 40c	81	60		
	Cutting stone for landing stairs—				204 00
	Stonecutter, 20 hours, at 50c	10	00		
	Blacksmith do	10	00		
	do helper, 20 hours, at 40c	8	00		
	Bringing cement from Victoria for centrifugal pump well, team, 13 hours, at \$1				28 00
	Materials supplied—				13 00
	8-inch rubber, 26 lbs., at 60c	15	60		
	Lacing, 100 feet, at 4c	4	00		
	Tallow, 40 lbs., at 12½c	5	00		
	Lard oil, 5 galls., at \$1.20	6	00		
	Red lead, 150 lbs., at 10c	15	00		
	White lead, 150 lbs., at 12c	18	00		
	Coal oil, 10 galls., at 45c	4	50		
	Grindstone, 41 lbs., at 5c	2	05		
	do mountings	1	50		
	¾-inch ship augers, 4, at \$1.50	6	00		
	White lead, 200 lbs., at 12c	24	00		
	Red lead do 10c	20	00		
	Boiled oil, 5 galls., at \$1.30	6	50		
	Lard oil do 1.20	6	00		
	Waste, 25 lbs., at 12c	3	00		
	Lard oil, 7 galls., at \$1.20	8	40		
	4d. nails, keg, at 5c	5	50		
	1½-inch screws, 1 gross, at \$1.50	1	50		

1887.	EXTRA WORK—Continued.	\$	cts.	\$	cts.
July 1 to 31.	Materials supplied—				
	2-inch pin nails, 5 lbs., at 10c	0	50		
	2-inch bits, 1 pair, at 15c.	0	15		
	4d. & 6d. nails, 30 lbs., at 5c.	1	50		
	Lard oil, 3 galls., at \$1.20	3	60		
	Piece of pipe 5×10 and flange for centrifugal pump.....	16	00		
	Suction pipe for do	35	00		
	Lard oil, 5 galls., at \$1.20.....	6	00		
	Coal oil, 10 galls., at 45c.	4	50		
	1½-inch wrought nails, 10 lbs., at 15c.	1	50		
	2-inch do 5 lbs., at 14c.	0	70		
	Sand paper, assorted, 2 doz., at 30c.	0	60		
	Turpentine, 5 galls., at \$1.	5	00		
	Umber, 12½ lbs., at 24c.	3	00		
	Chrome yellow, 12½ lbs., at 22c.	2	75		
	¾-inch paint brush	1	75		
	Varnish, 1 gall.	5	00		
	½-inch rubber, 6 lbs., at 60c.	3	60		
	Lumber for closets.....	232	35		
	Shingles, 4 M., at \$3	12	00		
	Cartage on timber for bulk head caisson chamber, 9,765 ft., at \$2.50	24	41		
	Coal furnished during month and stored, 100 tons, at \$7.	700	00		
	Powder used in blasting centrifugal pump well, 60 lbs., at \$1.	60	00		
	Water supplied during month, 510 tons, at \$1.	510	00		
	Portland cement for lining centrifugal pump well, 30 brls., at \$5	150	00		
				1,932	46
Aug. 1 to 31	Cutting stones for landing stairs, east quay wall and making hinges and fastenings for gate of fence—				
	Stonecutter, 237 hours, at 50c.	117	50		
	Blacksmith, 235 hours, at 50c.	117	50		
	do helpers, 235 hours, at 40c.	94	00		
	Steam derrick, 67½ hours, at \$2.50	168	75		
				497	75
	Pumping during period when the "Cormorant" and "Caroline" were in dock—				
	Engineer, 380 hours, at 60c.	228	00		
	Stoker, 375 hours, at 40c.	150	00		
				378	00
	Building privies, carpenters, 445 hours at 50c.			225	50
	Hauling coal to shed, horse and cart, 20 hours, at 75c.			15	00
	Hauling stone and loading for centrifugal pump well—				
	Foreman, 28 hours, at 40c.	11	20		
	Labor, 160 hours, at 30c.	48	00		
	Horse and cart, 23 hours, at 75c.	17	25		
				76	45
	Wheeling and excavation from centrifugal pump well, labor, 180 hours, at 30c.			54	00
	Hauling timber for fence, team, 50 hours, at \$1.			50	00
	Hauling cement from Victoria for landing stairs, centrifugal pump well and capstans, team, 20 hours, at \$1.			20	00
	Cutting checks for sockets of iron railing at Circularhead—				
	Stonecutter, 20 hours, at 50c.	10	00		
	Blacksmith, 5 do	2	50		
	do helper, 5 hours, at 40c.	2	00		
				14	50
	Laying foundation and side walls, centrifugal pump well—				
	Masons, 39 hours, at 50c.	19	50		
	Labor, 352 hours, at 30c.	105	60		
	Foreman, 24 hours, at 40c.	9	60		
				134	70
	Concreting round engine house door, labor, 20 hours, at 30c.			6	00
	Cleaning mud out of pump wells—				
	Foreman, 30 hours, at 40c.	12	00		
	Labor, 140 hours, at 30c.	42	00		
	Steam derrick, 10 hours, at \$2.50	25	00		
				79	00
	Hauling brick for backing centrifugal pump well, team, 5 hours, at \$1.			5	00
	Placing new C. J. grating on upper deck valves of caisson, machinist, 15 hours, at 60c.			9	00
	Removing covering off caisson chamber to re-set quoin—				
	Labor, 15 hours, at 30c.	4	50		
	Steam derrick, 5 hours, at \$2.50	12	50		
				17	00

1887.		EXTRA WORK—Continued.	\$ cts.	\$ cts.
Aug. 1 to 31.		Working deep sluice valves, cleaning, &c., labor, 25 hours, at 30c.....		7 50
		Digging post holes for fence around property and placing posts—		
		Foreman, 50 hours, at 40c.....	20 00	
		Labor, 850 hours, at 30c.....	255 00	
		Carpenter, 60 hours, at 50c.....	30 00	305 00
		Making and replacing broken chafing pieces in keel blocks—		
		Carpenter, 5 hours, at 50c.....	2 50	
		Labor, 5 hours, at 30c.....	1 50	4 00
		Pumping out dock with main pumps, machinist's assistant, 30 hours, at 40c.....		12 00
		Opening valves to flood dock to float H.M.S. "Cormorant" and removing stores from the water—		
		Foreman, 10 hours at 40c.....	4 00	
		Labor, 60 hours, at 30c.....	18 00	
		Team, 10 hours, at \$1.....	10 00	32 00
		Readjusting bridge disturbed by floating of caisson—		
		Foreman, 5 hours, at 40c.....	2 00	
		Labor, 30 hours, at 30c.....	9 00	11 00
		Cleaning main engines and boilers, machinist's assistant, 50 hours, at 50c.....		25 00
		Removing displaced quoin of inside face of outer invert, re-setting and grouting and trimming around chain pulley—		
		Mason, 10 hours, at 50c.....	5 00	
		do labor, 40 hours, at 30c.....	12 00	
		Steam derrick, 5 hours, at \$2.50.....	12 50	29 50
		Caulking face of caisson, carpenter, 5 hours, at 50c.....		2 50
		Cleaning bottom of dock, labor, 30 hours, at 30c.....		9 00
		Placing 18-inch suction pipe centrifugal pump and carting from Victoria—		
		Foreman, 4 hours, at 40c.....	1 60	
		Labor, 24 hours, at 30c.....	7 20	
		Team, 20 hours, at \$1.....	20 00	28 80
		Clearing away for landing stairs, east quay wall, building and hauling stone and gravel—		
		Foreman, 35 hours, at 40c.....	14 00	
		Labor, 200 hours, at 30c.....	60 00	
		Mason, 25 hours, at 50c.....	12 50	
		do labor, 25 hours, at 30c.....	7 50	
		Team, 25 hours, at \$1.....	25 00	
		Steam derrick, 35 hours, at \$2.50.....	87 50	206 50
		Storing wedges, blocks, &c.—		
		Labor, 30 hours, at 30c.....	9 00	
		Team, 15 hours, at \$1.....	15 00	24 00
		Materials supplied—		
Aug. 2..		Chrome yellow, 37½ lbs., at 22c.....	8 25	
do 2..		Umber, 25 lbs., at 24c.....	6 00	
do 2..		Putty, 12 lbs., at 10c.....	1 20	
do 5..		Hand shovels for earth closets, 6, at 25c.....	1 50	
do 5..		¾-inch screws, 1 gross.....	0 75	
do 8..		¾-inch quarter round lumber, 100 ft., at 14c.....	1 40	
do 9..		Nails, 6d. and 8d., 2 kegs, at \$5.....	10 00	
do 9..		Boiled oil, 5 galls., at \$1.30.....	6 50	
do 11..		Tallow, 41 lbs., at 12½c.....	5 12	
do 11..		Lard oil, 5 galls., at \$1.20.....	6 00	
do 13..		White lead, 50 lbs., at 12c.....	6 00	
do 13..		Boiled oil, 5 galls., at \$1.30.....	6 50	
do 13..		Lard oil, 5 galls., at \$1.20.....	6 00	
do 13..		Waste, 10 lbs., at 12c.....	1 20	
do 13..		One 14-inch double flange elbow for centrifugal pump, 370 lbs., at 19½c.....	72 77	
do 16..		Chrome green, 50 lbs., at 22c.....	11 00	
do 17..		¾-inch sheet rubber, 68 lbs., at 60c.....	40 80	
do 18..		2-inch stop-cock.....	6 00	
do 19..		4-inch zinc oiler.....	0 75	
do 24..		Coal oil, 10 galls., at 45c.....	4 50	
do 24..		Lard oil, 10 galls., at \$1.20.....	12 00	
do 24..		Tallow, 10 lbs., at 12c.....	1 20	
do 25..		Umber, 25 lbs., at 24c.....	6 00	

1887.		EXTRA WORK—Continued.	\$ cts.	\$ cts.
		Materials supplied—		
Aug.	26..	2½-inch elbow, 60c.; 2½-inch nipple, 50c	1 10	
do	26..	Wrought-iron suction pipe for centrifugal pump, 80 ft., at \$3.70	290 00	
do	29..	Foot valve for centrifugal pump	78 00	
do	29..	Two wire rope sheaves, 124 lbs., at 6c.	7 44	
do	31..	6-inch nails, 1 keg	5 00	
		Water supplied during month, 400 tons, at \$1.	400 00	
		Coal furnished do 35 do \$7	245 00	
		Cement for centrifugal pump well, 16 brls., at \$5.	80 00	
		Brick do 1,000	10 00	
		Hinges for gates, 160 lbs., at 10c.	16 00	
				1,359 98
Sept. 1 to 30.		Filling at end of Imperial coal shed in order to place posts of fence in position—		
		Foreman, 90 hours, at 40c.	36 00	
		Labor, 570 hours, at 30c.	171 00	
				207 00
		Laying steps last quay wall—		
		Mason, 38 hours, at 50c.	19 00	
		do assistant, 38 hours, at 40c.	15 20	
		Labor, 140 hours, at 30c.	42 00	
		Steam derrick, 33 hours, at \$2.50.	82 50	
		Foreman, 33 hours, at 40c.	13 20	
		Horse and cart, 15 hours, at 75c.	11 25	
				183 15
		Making connection to centrifugal pump suction pipe in well—		
		Machinist, 10 hours, at 60c.	6 00	
		do assistant, 8 hours, at 50c.	4 00	
		Labor, 4 hours, at 30c.	1 20	
				11 20
		Building centrifugal pump well and chamber—		
		Mason, 206 hours, at 50c.	103 00	
		do 206 hours, at 40c.	82 40	
		Labor, 870 hours, at 30c.	261 00	
		Horse and cart, 50 hours, at 75c.	37 50	
		Team, 38 hours, at \$1.	38 00	
				521 90
		Building closet in rear of coal shed, carpenter, 72 hours, at 50c.	36 00	
		Excavating and setting capstans in east side of dock at entrance—		
		Foreman, 29 hours, at 40c.	11 60	
		Labor, 136 hours, at 30c.	40 80	
		Carpenter, 14 hours, at 50c.	7 00	
		Horse and cart, 10 hours, at 75c.	7 50	
				66 90
		Hauling lumber for fence—		
		Steam tug, 5 hours, at \$2.50.	12 50	
		Team, 10 hours, at \$1.	10 00	
				22 50
		Building fence around dock—		
		Carpenters, 239 hours, at 50c.	119 50	
		Labor, 233 hours, at 30.	69 90	
				189 40
		Hauling screw mooring from Victoria, team, 10 hours, at \$1.	10 00	
		Hauling cement from Victoria, team, 10 hours, at \$1.	10 00	
		Digging trench for discharge pipe centrifugal pump—		
		Foreman, 50 hours, at 40c.	20 00	
		Labor, 220 hours, at 30c.	66 00	
		Blacksmith, 8½ hours, at 50c.	4 25	
		Horse and cart, 12 hours, at 75c.	9 00	
				99 25
		Cutting checks in coping around circular head for iron railing—		
		Stonecutters, 17½ hours, at 50c.	8 75	
		Blacksmith, 13½ hours, at 50c.	6 75	
		do assistant, 13½ hours, at 40c.	5 40	
				20 90
		Hauling shaft screw moorings to Victoria and fetching back buoy,		
		Team, 12 hours, at \$1.		12 00
		Cleaning windows, engine boiler, oil and coal houses, also engineer's office, labor, 10 hours, at 30c.		3 00

1887.		EXTRA WORK—Continued.	\$	cts.	\$	cts.		
Sep. 1 to 30.	Removal of stone for centrifugal pump well—							
		Steam derrick, 21 hours, at \$2.50.....	52	50				
		Team, 21 hours, at \$1.....		21	00	73	50	
	Drilling holes in flange of centrifugal pump and in bed of plate to connect pipe, and making bolts for same—							
		Blacksmith, 12½ hours, at 50c.....	6	25				
		do helper, 12½ hours, at 40c.....		5	00	11	25	
	Depositing earth from trench discharge pump, labor, 60 hours, at 30c.....						18	00
	Removing coping and concrete to place discharge centrifugal pump—							
		Mason, 5 hours, at 50c.....		2	50			
		Labor, 15 hours, at 30c.....		4	50		7	00
Making connections with centrifugal pump discharge, machinist, 16 hours, at 60c.....						9	60	
Obtaining gravel and discharging same—								
	Foreman, 20 hours, at 40c.....		8	00				
	Labor, 180 hours, at 30c.....		54	00				
	Steam tug, 10 hours, at \$2.50.....		25	00				
	do derrick, 11 hours, at \$2.50.....		27	50		114	50	
Hauling lumber for discharge drain from centrifugal pump, team, 5 hours, at \$1.....						5	00	
September 1	Materials supplied—							
	do 1	Wooden pails, 5, at 60c.....		3	00			
	do 1	2-inch brass globe valves, 2, at \$2.....		4	00			
	do 5	Blue rubber paint, 1 quart.....		1	00			
	do 9	20d. nails for fence, 1 keg.....		4	00			
	do 9	14-inch round file, 1.....		1	00			
	do 14	Emery cloth, 1 doz.....		0	75			
	do 19	8d. nails, 1 keg.....		4	25			
	do 27	½ inch rubber, 36½ lbs., at 60c.....		21	90			
	Lumber used in fence—							
		2 x 4 fir, 1,796 feet; 3 x 4 fir, 1,096 feet; 1 x 12 fir, 10,654 feet; 3 x 12 fir, 690 feet; 6 x 6 cedar, 2,028 feet; 10 x 10 fir, 300 feet; 8 x 8 cedar, 456 feet; total, 17,020 feet, at 10c.....		272	32			
		Gravel, 160 tons, at \$1.....		160	00			
		1 x 11 fir, dovetailed, for closets, 100 feet, at 3c.....		3	00			
		1 x 13 fir, 120 feet, at 3c.....		3	60			
		½ x 12 fir, 54 feet, at 3c.....		1	62			
		2 x 15 fir, 175 feet, at 2½c.....		4	37			
		3-inch beaded moulding, 50 feet, at 3c.....		1	50			
		5-inch crown do 36 feet, at 4½c.....		1	62			
		1 x 4 tongued and grooved beaded fir, 330 feet, at 3c.....		9	90			
		2 x 12 do do 220 feet, at 2½c.....		5	50			
	Sandstone in landing steps, east quay wall, 580 feet, at 75c.....		435	00				
	Cement used in steps, 23 brls., at \$5.....		115	00				
	Sandstone in centrifugal pump chamber, 1,200 feet, at 75c.....		900	00				
	Cement used in chamber, 44 brls., at \$5.....		220	00				
	Ladder irons in do 98 lbs., at 10c.....		9	80				
	Cement used in placing two capstans, 13 brls., at \$5.....		65	00				
	Bolts and washers in capstans, 100 lbs., at 15c.....		15	00				
	Water supplied to boiler, 30 tons, at \$1.....		30	00				
	Coal, 60 tons, at \$7.....		420	00		2,713	13	
Oct. 1 to 31.	Fetching two loads of gravel for use in dock, and unloading—							
		Steam tug, 10 hours, at \$2.50.....	25	00				
		Foreman, 25 hours, at 40c.....	10	00				
		Labor, 250 hours, at 30c.....	75	00				
		Steam derrick, 10 hours, at \$2.50.....	25	00				
	Building centrifugal pump chamber—							
		Mason, 15 hours, at 50c.....		7	50			
		Mason's assistant, 15 hours, at 40c.....		6	00			
		Labor, 40 hours, at 30c.....		12	00		25	50
	Discharge culvert for centrifugal pump, making box drain, excavating and refilling—							
	Team, 5 hours, at \$1.....		5	00				
	Carpenter, 34 hours, at 50c.....		17	00				
	Labor, 94 hours, at 30c.....		28	20				
	Blacksmith, 5 hours, at 50c.....		2	50				
						52	70	

1887.	EXTRA WORK—Continued.	\$ cts.	\$ cts.
Oct. 1 to 31.	Making two entrance gates, carpenter, 190 hours, at 50c.....		95 00
	Cutting checks in coping circular head for iron railing—		
	Stonecutter, 25 hours, at 50c.....	12 50	
	Blacksmith, 15 hours, at 50c.....	7 50	
			20 00
	Drilling, blasting and excavating for centrifugal pump discharge—		
	Drillers, 15 hours, at 40c.....	6 00	
	Labor, 45 hours, at 30c.....	13 50	
	Blacksmith, 5 hours, at 50c.....	2 50	
			22 00
	Hauling buoys from Victoria, team, 7 hours, at \$1.....		7 00
	Making new joint centrifugal pump, machinist, 5 hours, at 60c.....		3 00
	Drain for closets—		
	Carpenter, 10 hours, at 50c.....	5 00	
	Laborer, 18 hours, at 30c.....	5 40	
			10 40
	Filling around centrifugal pump chamber and levelling off—		
	Foreman, 33 hours, at 40c.....	13 20	
	Labor, 300 hours, at 30c.....	90 00	
	Team, 35 hours, at \$1.....	35 00	
			138 20
	Cutting closure for coping over centrifugal pump discharge, and setting same—		
	Stonecutter, 20 hours, at 50c.....	10 00	
	Labor, 20 hours, at 30c.....	6 00	
			16 00
	Drilling holes for holding down bolts, centrifugal pump engine—		
	Drillers, 30 hours, at 40c.....	12 00	
	Blacksmith, 10 hours, at 50c.....	5 00	
	do helper, 10 hours, at 40c.....	4 00	
			21 00
	Connecting centrifugal pump engines, machinist, 45 hours, at 60c.....		27 00
	Cutting and placing setting to centrifugal pump fly wheel and cleaning engine, labor, 35 hours, at 30c.....		10 50
	Pointing and wedging leaks in main pump wells—		
	Carpenter, 5 hours, at 50c.....	2 50	
	Mason, 5 hours, at 50c.....	2 50	
			5 00
	Getting out cable for buoys from Admiralty sheds, cutting same to proper length, making keys and placing buoys—		
	Foreman, 50 hours, at 40c.....	20 00	
	Labor, 254 hours, at 30c.....	76 20	
	Blacksmith, 5 hours, at 50c.....	2 50	
	Dredge scow, 50 hours, at \$2.50.....	125 00	
	Steam tug, 10 hours, at \$2.50.....	25 00	
			248 70
	Hauling cement to ballast caisson, team, 21 hours, at \$1.....		21 00
	Transporting 15,000 bricks from yard to dock for magazine—		
	Steam tug, 15 hours, at \$2.50.....	37 50	
	Foreman, 40 hours, at 40c.....	16 00	
	Labor, 265 hours, at 30c.....	79 50	
			133 00
	Spreading gravel around coping, east side—		
	Horse and cart, 15 hours, at 75c.....	11 25	
	Foreman, 13 hours, at 40c.....	5 20	
	Labor, 74 hours, at 30c.....	22 20	
			38 65
	Removing gutter quoins to place valves, and replacing paving in bottom of dock—		
	Foreman, 40 hours, at 40c.....	16 00	
	Labor, 120 hours, at 30c.....	36 00	
	Mason, 11 hours, at 50c.....	5 50	
			57 50
	Making bars for wrenches of valves in caisson—		
	Blacksmith, 5 hours, at 50c.....	2 50	
	do assistant, 5 hours, at 40c.....	2 00	
			4 50
	Making ring bolts—		
	Blacksmith, 50 hours, at 50c.....	25 00	
	do helper, 50 hours, at 40c.....	20 00	
			45 00
	Unloading coal brought from Nanaimo—		
	Foreman, 20 hours, at 40c.....	8 00	
	Labor, 185 hours, at 30c.....	55 50	
			63 50

1887.	EXTRA WORK— <i>Concluded.</i>	\$ cts.	\$ cts.
Oct. 1 to 31.	Drilling holes in rock outside quay walls for ring bolts, and laying cement foundation for magazine, labor, 100 hours, at 30c.....		30 00
	Placing further quantity of concrete ballast in caisson—		
	Foreman, 11 hours, at 40c.....	4 40	
	Labor, 430 hours, at 30c.....	129 00	
	Mason, 34 hours, at 50c.....	17 00	
	Painting caisson, labor, 130 hours, at 30c.....		150 40
	Material, &c., supplied—		39 00
	Brick for magazine, 15,000, at 86c.....	129 00	
	Water supplied, 100 tons, at \$1.....	100 00	
	Coal do 82 tons, at \$4.....	328 00	
	Freight on coal, 82 tons, at \$1.25.....	102 50	
	Candles, 1 box.....	6 00	
	3½ x ½-in. carriage bolts, 2 doz., at \$1.....	2 00	
	4 x ½-in. carriage bolts, 3 doz., at \$1.50.....	4 50	
	Belt lacing, 25 ft., at 4c.....	1 00	
	Iron bars for caisson valves, 120 lbs., at 10c.....	12 00	
	Iron holding-down bolts, centrifugal pump, 60 lbs., at 10c.....	6 00	
	Iron in bolts, 125 lbs., at 10c.....	12 50	
	Iron in ring bolts, 168 lbs., at 10c.....	16 80	
	Sandstone over centrifugal pump discharge culvert, 21 ft., at 75c.....	15 75	
	Sandstone in gutter of dock, 30 ft., at 75c.....	22 50	
	Giant powder, blasting trench from centrifugal pump, 15 lbs., at 35c.....	5 25	
	Linseed oil, 1 can.....	5 00	
	Lime for magazine, 8 brls., at \$1.50.....	12 00	
	6-inch cut nails for fence, 1 keg.....	5 50	
	¼-inch rubber for centrifugal pump, 12½ lbs., at 60c.....	7 35	
	Cement for foundation of magazine, 4 brls., at \$5.....	20 00	
Nov.....	Coal supplied to dock, 83 tons, at \$4.....	332 00	813 65
	Freight from Nanaimo, 83 tons, at \$1.25.....	103 75	
	Whale boat.....		435 75
	Boat house.....		30 00
	Screws for stop logs in caisson recess, 2, at \$50.....		25 00
	Curve plate for caisson.....		100 00
			51 50
	Add in above for the use of tools, superintendence, &c., 15 per cent.....		20,013 68
			3,002 05
	Total.....		23,015 73

COPY OF ORDER IN COUNCIL RESPECTING SUBSIDY TO S.S.
"ADMIRAL."

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 10th of May, 1888.

On a memorandum dated 2nd May, 1888, from the Minister of Railways and Canals, recommending that he be authorized to sign on behalf of the Government the agreement, a draft of which is herewith submitted, by which Mr. Julien Chabot undertakes to run his steamer "Admiral" on the route between Dalhousie and Gaspé in connection with the Intercolonial Railway, for the period of five years, dating from the opening of navigation in 1888, the Government undertaking, subject to conditions expressed in said draft, to subsidize the said steamer service to the extent of \$12,500.00 per annum.

The Minister further recommends that provision of this amount for the forthcoming season be made in the Supplementary Estimates for the year 1888-1889.

The Committee advise that the requisite authority be granted as recommended.

JOHN J. MCGEE, C. P. C.

The Hon. the Minister of Railways and Canals.

(*Memorandum.*)

The result so far obtained in the enquiry made respecting the tenders of the cross-wall harbor works, Quebec, does not show that any person connected with the Department was guilty of indiscretion or that any of them has given information to any person outside the Department.

The officers, who, by the nature of their duties, might have had cognizance of the tenders and who still belong to the Department, declare that they did not give such information to any person. (See attached letters of the Deputy, Mr. Baillairgé, the Chief Engineer, Mr. Perley, the present Secretary, Mr. Gobeil, the Chief Engineer's stenographer, Mr. Lightfoot, and his mail clerk, Mr. O'Brien.)

The Assistant Engineer, Mr. Boyd, in whose handwriting the extension of the tenders is made, Mr. Ennis who was Secretary of the Department in 1883, and Mr. Jas. Walsh, the correspondence clerk who wrote the letters and reports to Council, presumably under Mr. Ennis' orders and at his dictation, are now dead, but they never gave any reason to suspect their discretion.

The enquiry will be continued.

HECTOR LANGEVIN.

16th May, 1890.

OFFICE OF THE DEPUTY MINISTER OF PUBLIC WORKS OF CANADA,

OTTAWA, 16th May, 1890.

SIR,—I beg to inform you that the tenders and schedule of tenders for the cross-wall of the Princess Louise Docks at Quebec never passed through my hands.

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

G. F. BAILLAIRGÉ, *D. M. P. W.*

Hon. Sir HECTOR L. LANGEVIN, K.C.M.G., C.B., Minister of Public Works.

277 COOPER STREET, OTTAWA, 16th May, 1890.

SIR,—With reference to the tenders forwarded to the Department of Public Works in 1883 for the cross-wall—so-called—harbor works, Quebec, I have to state that so far as my connection with them was concerned, no intimation as to their contents was conveyed by me to any person outside of the Department.

I am, Sir, your obedient servant,

HENRY F. PERLEY, *Chief Engineer.*

Hon. Sir HECTOR L. LANGEVIN, K.C.M.G., C.B., Minister of Public Works.

DEPARTMENT OF PUBLIC WORKS, OTTAWA, 16th May, 1890.

SIR,—I only became secretary of your Department in 1885 (January), and at the time the tenders for the cross-wall at Quebec were being extended in the Department I was acting as law clerk.

The tenders only became known to me after the Order in Council was passed awarding the contract, and I am sure that I could not and did not say a word about them to any person outside of the Department.

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

A. GOBEIL, *Secretary.*

Hon. Sir HECTOR L. LANGEVIN, K.C.M.G., C.B., Minister of Public Works.

CHIEF ENGINEER'S OFFICE, OTTAWA, 16th May, 1890.

SIR,—With reference to the tenders for the cross-wall, harbor works, Quebec, I have to state that the contents of any letters or communications which passed

through my hands from the Chief Engineer have not been communicated by me to anyone.

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

F. C. LIGHTFOOT.

Hon. Sir HECTOR L. LANGEVIN, C.B., K.C.M.G., Minister of Public Works.

CHIEF ENGINEER'S OFFICE, OTTAWA, 16th May, 1890.

SIR,—I beg leave to say that I have not given any information to any person relative to anything in connection with the tenders for the cross-wall, harbor works, Quebec.

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

STEPHEN E. O'BRIEN.

Hon. Sir HECTOR L. LANGEVIN, C.B., K.C.M.G., Minister of Public Works.

RETURN

(64)

To an ORDER of the HOUSE OF COMMONS, dated the 24th January, 1890;—For a Return showing :—

1st. The total number of Chinese immigrants who have arrived in the Dominion of Canada from the 31st March, 1887, to the 31st December, 1889, specifying the ports at which such immigrants have arrived.

2nd. The amount of fees or duties collected from Chinese immigrants during the same period.

3rd. The number of certificates of residence that have been issued to Chinese as provided for under Section 13 of the Act to restrict and regulate Chinese Immigration into Canada since the passage of the Act.

4th. The number of Chinese who have been detected in attempting to land in Canada upon fraudulent certificates and who were prevented by the Courts from doing so.

5th. Copies of all correspondence having reference to the removal from office of Mr. Vrooman *alias* Mr. Gardner, and also all correspondence having reference to the appointment of a Chinaman to the position of Interpreter at the Port of Vancouver in the place of the said Mr. Gardner.

6th. The number of Chinese who have passed through Canada in bond for passage from Vancouver by steamer to China, and the regulations that have been prescribed for placing them securely on board said steamers to prevent their disembarkation into Canada.

7th. The total number of Chinese, other than those in bond, who have left Canada during the first mentioned period and the number of return certificates that have been issued.

By order.

J. A. CHAPLEAU,
Secretary of State.

OTTAWA, 7th March, 1890.

DETAILS specifically set forth as to the immigration of Chinese, and as to the removal from office of Mr. Vrooman and the appointment of a Chinaman to the position of interpreter, and as to the working of the Chinese Restriction Act.

1. The total number of Chinese immigrants who have arrived in the Dominion of Canada from the 31st March, 1887, to the 31st December, 1889, specifying the ports at which such immigrants have arrived :—

Vancouver.....	1,487
Victoria.....	363
New Westminster.....	12
Emerson.....	2
Winnipeg.....	2
Port Arthur.....	1
Clifton.....	1
Ottawa.....	1
Montreal.....	8
Total.....	<u>1,877</u>

2. The amount of fees or duties collected from Chinese immigrants during the same period—\$82,950.

3. The number of certificates of residence that have been issued to Chinese as provided for under Section 13 of the Act to restrict and regulate Chinese Immigration into Canada since the passage of the Act—3,353.

4. The number of Chinese who have been detected in attempting to land in Canada upon fraudulent certificates and who were prevented by the courts from doing so—4.

5. Copies of all correspondence having reference to the removal from office of Mr. Vrooman *alias* Mr. Gardner, and also all correspondence having reference to the appointment of a Chinaman to the position of interpreter at the Port of Vancouver, in the place of the said Mr. Gardner.—1. (See correspondence on following pages.) 2. Mr. Gardner never having held the position of Interpreter at the Port of Vancouver, there can be no correspondence having reference to the appointment of anyone in his place.

6. The number of Chinese who have passed through Canada in bond for passage from Vancouver by steamer to China, and the regulations that have been prescribed for placing them securely on board said steamer to prevent their disembarkation into Canada.—1. 676. 2. Such Chinese must be reported inwards in the manner required by the Chinese Immigration Act. 3. They must be manifested, forwarded to the port of exit in the usual manner. 4. The manifest must show the name and description of each individual in as complete a manner as would be required for registration were they to remain in Canada.

5. When coming from or destined for the United States, their United States certificates must be delivered to the Customs with the manifests, and shall be, by the officer, attached to the train copy of the manifest and enclosed by him in a sealed envelope addressed to the Collector of Customs at the port of exit from Canada, and delivered to the conductor in charge of the train by which such individuals are despatched, and shall be by the conductor in charge of such train, on its arrival at the designated port of exit, delivered to the Collector there.

6. The railway transporting such Chinese shall, while they are in Canada, keep them in the car in which embarked until the vessel or car in which they are to leave Canada is ready to depart, whereupon they shall be taken directly on board, and on the Collector having satisfied himself that the individuals produced are those named and described in the manifest, their United States certificates shall be restored to them through the railway official in charge, and the manifest receipted and returned to the port from whence it came.

7. The cars in which such Chinese are conveyed shall be such as are fitted with all sanitary conveniences.

The following are the precautions which have been taken at the port of Vancouver :—

On the arrival of a train containing bonded Chinamen a Customs Landing Waiter attends and receives the manifest and Chinamen from the conductor, when they are taken to the ship's side, where the Chief Landing Waiter checks them on to the ships from the manifest as to marks, height and other description given on the

manifest. The ship is then held responsible for them until she sails. Immediately before sailing all these Chinamen are again checked from the manifest by the Chief Landing Waiter, and if any are missing the ship has to pay the \$50 head tax. I might add that we have never lost a Chinaman arriving this way to date.

8. The total number of Chinese other than those in bond, who have left Canada during the first mentioned period, and the number of return certificates that have been issued—1. No means of knowing. 2. 3,487 return certificates issued.

W. G. PARMELEE, *Chief Controller Chinese Immigration.*

CUSTOMS DEPARTMENT, OTTAWA, 5th March, 1890.

VICTORIA, B.C., 20th June, 1888.

SIR,—I have the honor to transmit a complaint made by some 14 Chinese Merchants and endorsed by some of our principal wholesale merchants, in the hope that you will see the necessity of ordering an immediate and most searching investigation into the matter of the general conduct of Mr. Vrooman, or Gardner, as he now styles himself.

Yours faithfully,

E. CROW BAKER, M.P.

The Hon. MCKENZIE BOWELL, Minister of Customs, Ottawa.

N. B.—I have furnished Collector with copy of complaint.

VICTORIA, B.C., 15th June, 1888.

SIR,—We, the undersigned Chinese merchants, residing and doing business in the city of Victoria and Province of British Columbia, have the honor to present the following facts for your consideration.

Mr. John E. Gardner, Chinese Interpreter at this port, in the employ of your Department, has been in the habit of annoying and delaying Chinese merchants and other Chinese arriving at Victoria from China, or the United States, either by his absence on the arrival of the steamers, or by delaying or refusing Chinese passengers to land, although entitled to land and being willing and ready to comply with all the laws of Canada.

Chinese persons also frequently call at Mr. Gardner's office during office hours to get certificates under the Chinese Restriction Act, when he is not to be found, and if he is in, he generally tells them to call again, and in this way continues to put them off from day to day. The Chinaman Ug She Tor is a very good friend of Mr. Gardner. He frequents the office and private residence of the latter, and appears to have no other occupation. It has become a noticeable fact that delayed Chinese who enlist the services of Ug She Tor are at once attended to by Mr. Gardner.

Mr. Gardner has also been bringing trumpety charges against Chinese in the courts, causing much trouble without reasonable cause, such charges having no reference to his official duties.

Our Chinese imports contribute largely to the import revenue at Victoria, and we feel that we have a right to every privilege given to our people by the Act, without having to beg the Interpreter for them, or become under obligations to him for granting them.

Tai Chung	Hip Lung & Co.
Tai Yune & Co.	Tai Yick & Co.
Lun Chung & Co.	Kwong Chung & Co.
Kwong Tai Lung & Co.	Hang Wo Tang.
Bow Yuen & Co.	Yu Yuen & Co.
Dong Yick Chuen	Fook Yuen & Co.
Lai Hop & Co.	Kwong On Tai & Co.

We, the undersigned, having examined the attached document respecting Mr. Gardner's conduct, and knowing the signers of same to be merchants here of good standing and doing a large business, are of opinion that an investigation into the matter should be made.

ROBERT WARD,

President of British Columbia Board of Trade,
WELCH RITHEIT & Co.,
ROBERT WARD & Co.,
JNO. IRVING, *Manager of C. P. N. Co.*
T. LUBBE, per Findlay, Denham & Brodie,
MATTHEW T. JOHNSTON,
THOS. R. SMITH.

Hon. the Minister of Customs.
VICTORIA, B.C., 18th June, 1888.

CANADIAN PACIFIC RAILWAY COMPANY'S TELEGRAPH,
OTTAWA, 27th June, 1888.

To W. G. PARMELEE, Collector of Customs, Victoria, B.C.

Complaint asking investigation into conduct of Vrooman received. See Baker, get copy of complaint and investigate thoroughly.

M. BOWELL.

VICTORIA, B.C., 23rd June, 1888.

SIR,—We have the honor to represent to you the treatment we received from Mr. Gardner, your Chinese Interpreter, on the 21st June inst.

We left here on Thursday morning for Port Townsend on business, and returned on the "Olympian" at 7.30 p.m. of the same day. Mr. Gardner did not arrive at the boat till 8 p.m. He took our certificates and went away, saying he was going to the Custom House to compare them, and did not return till 9.30 p.m. When he returned he said Eng-Choy's certificate was all right, but that Kwong Yuen's was not correct, and demanded \$50. Kwong-Yuen offered him \$50 in United States currency, which Mr. Gardner refused, although it has been taken at the Custom House heretofore.

Mr. Gardner then told Mr. Lawn to let Kwong-Yuen land as soon as he paid him \$50 in Canadian currency. Mr. Gardner then left us on the boat and went away. The Northern Pacific Express Company's agent kindly exchanged Canadian money for the American currency, and we finally landed at 10 p.m.

We beg to assure you, sir, that this was purely a matter of spite on the part of Mr. Gardner, as he is personally acquainted with both of us, and knew we had a right to land. We have always complied with the laws of Canada, and we respectfully protest against Mr. Gardner using his official position for purposes of personal spite.

We have the honor to be, Sir, your obedient servants,

KWONG-YUEN, firm of HIP-LUNG & Co.
ENG-CHOY, firm of TAI-YICK & Co.

Hon. W. HAMLEY, Collector of Customs, Victoria, B.C.

VICTORIA, B.C., 14th June, 1888.

DEAR SIR,—I trust you will pardon me if I address you informally regarding a matter which I think ought to be brought under your notice.

Mr. J. E. Vrooman Gardner is the Chinese Interpreter in the Custom House at this port. He is also the Chinese missionary employed by our church. In his endeavor to rescue Chinese girls from dens of prostitution he has incurred the hatred (I speak advisedly) of the Chief of Police. Not only so, but, by his endeavors to put a stop to the importation of Chinese prostitutes, and by his fearless discharge of duty

he has also incurred the enmity of the Chinese High-binders and some of the Custom House officers. These High-binders, the Chief of Police and Custom House officers have put their heads together, and twice now, if not three times, endeavored, by representations made to the Collector, Mr. Hamley, to secure the dismissal of Mr. Gardner. Mr. Hamley, I am glad to say, has implicit confidence in Mr. Gardner, and so far every attempt has failed.

But I was assured the other day by the Honorable the Provincial Secretary, Mr. Robson, who called to see me, that a desperate attempt will be made shortly to oust Mr. Gardner from his position by an appeal to the Department of Customs at Ottawa, the attempt being the outcome of a report which Mr. Gardner forwarded to your Department regarding the treatment of certain incoming Chinese by the Canadian Pacific Navigation Company.

Now, then, I cannot say I am writing in the interests of Mr. Gardner, because I am writing unknown to him, and he would not regard it as a calamity to himself to be asked to resign his office. He does not love it or court it; indeed, he holds it against his own financial advantage, and strange as it may appear to say so, simply for the opportunity it affords him of doing good among the Chinese—but my reason for writing is two-fold.

1. *In the Public Interest.*—Gardner is a man of sterling integrity, faithful and utterly fearless in the discharge of his office. Born in China, his father being a Presbyterian missionary, there is not a man on the Pacific coast can touch him as a Chinese linguist or interpreter. In San Francisco, where for some time he was interpreter in the courts, his loss has been referred to as a public calamity, and to lose him from Victoria would be just as great a calamity. While he prevents much wrong-doing being done by the Chinese he prevents also much wrong-doing being done to the Chinese.

2. *Our Mission Interests.*—In receipt of only \$500 salary for the work he does as a missionary of our church on the Sabbath and during the evenings of week days, should the attempt being made to oust him from his office succeed, of course he would return to San Francisco or probably China, when the work which has been done here—a work which, so far as results are concerned, exceeds the work done by any Chinese mission in San Francisco—would tumble into collapse.

In case the matter be brought up under your notice, as I am informed it will be, may I ask you to give these representations your favorable consideration, and believe me,

Yours faithfully,

J. E. STARR,

Methodist Minister.

Hon. McKENZIE BOWELL, Minister of Customs, &c., Ottawa.

OTTAWA, 26th June, 1888.

DEAR SIR,—I have your favor of the 14th instant, respecting Mr. J. E. Vrooman Gardner, Chinese Interpreter.

The report to which you refer has not been brought under my notice, but you may rest assured that any complaints which are made adverse to Mr. Gardner will receive the fullest investigation before any action is taken.

Yours truly,

M. BOWELL.

REV. J. E. STARR,
Victoria, B. C.

CUSTOMS HOUSE, VICTORIA, B. C., 6th July, 1888.

SIR,—With reference to the complaint from some of the Chinese in this city, I have the honor to report that a copy of the same has been kindly handed me, and in reply thereto, beg to state that such delays and annoyances as might have been occasioned them could be only such as were necessarily incidental to the faithful

performance of my duties in connection with the Chinese Restriction Act. To the statement that I have been in the habit of refusing Chinese passengers to land, "although entitled to land and being willing and ready to comply with the laws of Canada," I beg to enter an unqualified emphatic denial, and at the same time beg leave to challenge my accusers to bring forward a single case in support of their charge.

The statement that "Chinese persons also frequently call at Mr. Gardner's office during office hours to get certificates under the Chinese Restriction Act when he is not to be found" could be and probably is perfectly true. For months together boats from foreign ports have been arriving during office hours, and the very nature of my office requires that I should close my book and attend to those who would be awaiting my arrival at such boats. Chinese have been applying for registration when these boats were coming in, and from pure necessity and the fact also that the certificates asked for were not immediately needed—in some cases not needed for two or three weeks—I have had to request them to come at a more suitable time. In some cases those applying for certificates of leave have been already registered but failed to produce their registration or resident's certificates which must be taken up in exchange for certificates of leave, as the law requires, and consequently forgetting these, they brought upon themselves the necessity of returning to town for them. Boats have at times arrived almost simultaneously, rendering it a physical impossibility for me to be present to attend to both at the same time.

It is not true that the Chinaman Ug-She-Tor is favored above others. If his friends came first they would be served first—a rule not altogether different from that adopted in the other departments, as well as all well regulated offices.

It is very gratifying indeed that they have made at least one charge the proving of which rests upon documentary evidence, which cannot be forged or manufactured. The charge referred to reads: "Mr. Gardner has also been bringing trumpety charges against Chinese in the court, causing much trouble without reasonable cause, such charges having no reference to his official duties." The documentary evidence referred to is the record or register of the several courts, the most cursory investigation of which will demonstrate beyond the possibility of a doubt that this charge is totally unfounded, is false and malicious, forming a fit commentary upon the preceding charges.

The last clause in the complaint, I submit, needs no comment.

In conclusion, I beg to point out that the whole complaint is but the outcome of a combination of causes, chief among which being the following:

My accompanying my superior in office, in calling upon Chinese firms for the purpose of demanding certain books and papers, and my translating the same, resulting in their attaching the proper value to certain goods and paying what additional duties had been due to the Government, they knowing that the said books and papers could not be made intelligible by any other than myself.

My bringing to light and securing a copy of the illegal contract made between the Chinese and Mr. Gormully, of Ottawa, through his representative in New Westminster. Although the majority of the Chinese merchants of this city regretted signing the contract when all the facts were placed before them, they having been induced to sign under serious misapprehensions, yet there were a few who were greatly incensed at my placing the matter before them all in its true light and character, inasmuch as they had hoped for the fulfilment of great expectations.

My opposing most warmly the importation of Chinese prostitutes into this country, resulting in there not being one imported for the last eight or ten months, which means a loss of thousands of dollars to the slave-dealers and traffickers in human flesh, some of whom, unfortunately, are also engaged in legitimate lines of business.

My protesting, in a report to the Department, against the harsh treatment accorded certain Chinese laborers by one of the steamship companies, securing for myself the dislike of that company, who whereupon encouraged and urged some of the Chinese in making charges calling forth this report.

As a private citizen, my exposing the misdoings of our Chief of Police, Chas. P. Bloomfield, revealing his acting in collusion with some of the Chinese in this city.

My preventing Mr. Robert Hunter, one of my fellow officers, from exacting from Chinese generally more money than they were obliged to pay in satisfaction of revenue demands and from treating them differently from the other passengers. My reporting him for having done so, resulting in the discovery that in one case he subjected four Chinese to a great deal of unnecessary trouble and inconvenience by examining the baggage of the white passengers at the spot and detaining for a long while that of the four Chinese, putting them to the expense of removing their baggage to another part of the town, when he could have examined them at the spot, giving as his reason for so doing that \$20 in duty was collectable from them on their clothes, and upon enquiry made at the proper quarters it was found not a cent had been collected or was collectable. Mr. Hunter's treatment of the Chinese laborers and even white sailors, who as a rule have not the means of defending themselves, is such as calls forth the aid of intercessors. Complaints have also been frequently made to me that duties have been wrongfully collected by Mr. Hunter in the face of protests that they were collected on goods not dutiable. These complaints I regarded as my duty to communicate immediately to the collector, resulting in every case in either the refund of the duty or in Mr. Hamley's directing Mr. Hunter to collect no duties on goods not dutiable. This mediatorial part which I felt it my duty to take as interpreter and clerk in the Chinese department, as well as from pity for those who have been wronged, secured for myself the enmity of Mr. Hunter, who at one time, purely with the view of injuring me, made a report embodying false statements, which report he requested a Mr. Sullivan, of this city, to sign, receiving from that gentleman the somewhat terse reply: "Do you take me for a fool or a rogue, Mr. Hunter, to sign my name to what you know as well as I to be a lie? No, sir; I don't sign any such thing, Mr. Hunter,"—whereupon the report was withheld!

My detecting certain smuggled goods on board one of the Canadian Pacific Railway steamers plying between Vancouver and Hong Kong, but at that time calling also at this port, which resulted in the seizure of those goods and in the change of the crew in the very next boat that arrived, from Chinese to Japanese sailors.

I have the honor to submit a report from Mr. C. S. Finlaison, chief clerk and long trusted servant in the Customs service, touching my conduct since my connection with that service. Mr. Finlaison has had every opportunity to observe and judge my actions, he being my immediate superior in office, and is therefore in a position to speak with confidence and assurance on matters touching my duties as interpreter and clerk in your service.

Many false and exceedingly malicious reports and rumors have been circulated by the *Colonist*, one of the papers of this city, whereby the minds of the public have been poisoned and prejudiced, all to the serious detriment of my reputation and discomfort to those who know the reports to be false, under which circumstances I beg that you will grant me the privilege of sending a copy of your decision on the matter to the press, with the request that they will give it the same publicity that has been given to rumors.

I have the honor to be, sir, your obedient servant,

JOHN E. GARDNER.

The Hon. the Minister of Customs.

CUSTOMS, VICTORIA, B.C., 6th July, 1888.

SIR,—I have the honor to state that I have been asked by Mr. J. G. Gardner, Chinese Interpreter at this Port for a line to state my opinion of his conduct since he has been employed in this office.

I should, however, mention in the first place, that in the latter part of October, 1885, I was asked by the Collector of Customs to take charge of the Chinese busi-

ness, and from that time I have continued to give any assistance in my power both to Mr. Dougall and Mr. Gardner.

I can only say that I have a very high opinion of Mr. Gardner, and am satisfied that he has done his duty fearlessly and well for now upwards of two years.

I may further mention that I consider the persecution he is now suffering more white than Chinese, although no doubt the Chinese are only too glad to assist against a man whose views do not agree with theirs on several subjects.

I have the honor to be, sir, your most obedient servant,

C. S. FINLAISON, *Chief Clerk.*

The Hon. the Minister of Customs, Ottawa.

VICTORIA, B.C., 25th June, 1888.

TO ALL WHOM IT MAY CONCERN.

I, the undersigned, do hereby certify that my name is Ah Low, my occupation a contractor; that I was passenger per S.S. "Olympian" arriving at Victoria, B.C., on the 21st inst. at the hour of 7.30 p.m. That Mr. Gardner, Customs Interpreter, boarded the steamer just as soon as she docked, and forthwith examined my certificate, which, being correct, he allowed me to land with no detention whatever. There were two other Chinese passengers on the boat, named respectively Eng Choy and Kwong Uen.

I speak English and understand the above thoroughly.

AH LOW.

Witness—D. IRWIN, *Accountant.*

VICTORIA, B. C., 7th June, 1888.

TO ALL WHOM IT MAY CONCERN.

I, the undersigned, C. Young, Chinese Agent of the C. P. R. Company, do hereby certify in relation to the Chinese who arrived at this port last night per S.S. "Yosemite," that Customs Interpreter Mr. John E. Gardner was the officer who examined their certificates, and the task was so expeditiously performed that no unnecessary delay was occasioned the passengers.

C. YOUNG.

Witness—C. S. FINLAISON, *Chief Clerk.*

VICTORIA, B. C., 6th July, 1888.

SIR,—Complaints having been made of annoyances and delays in landing from the Sound and San Francisco steamers of merchants and other Chinese residents of Victoria holding certificates of leave issued under the Chinese Immigration Act, consequent upon the frequent non-attendance on the arrival of the steamer of Mr. Vrooman, the Interpreter, and it appearing on enquiry that such complaints are in some cases well founded: I have to direct that you will issue such instructions to Mr. Vrooman, and if necessary to other officers employed to supervise the landing of passengers and baggage as will ensure their prompt attendance on arrival of the boats—and to the effect that resident Chinese known to the officers shall be permitted to land with other passengers on presentation of their certificates, and that no obstructions are to be placed in the way of any Chinese, further than is absolutely necessary in order to ensure compliance with the Act.

Please caution your officers to always bear in mind the necessity of regarding the word and the feelings of reputable Chinese, and according to them the same treatment that would under like circumstances be accorded to Europeans.

Point out to Mr. Vrooman the necessity for his confining himself to the service of the Government and the inconsistency of his acting in any dual capacity. Show him the requirements of the Audit Act—section 14 in particular—and insist upon a compliance therewith. Caution him against his alleged practice of putting off from hour to hour or from day to day Chinamen who call at his office to procure certificates of leave or to transact other business.

Please use your best endeavors to allay the ill-feelings and want of mutual confidence which seems to exist between Mr. Vrooman and the community, of whatever race.

I shall duly report on this subject to the Hon. the Minister of Customs on my return to Ottawa, whereupon you will receive further communication in reference thereto.

I have the honor to be, sir, yours, &c., &c.,

W. G. PARMELEE, *Chief Controller, C. I.*

HON. W. HAMBLBY,

Collector of Customs and Controller of Chinese, &c., &c.

OTTAWA, 9th January, 1889.

SIR,—I am informed by the Hon. the Minister of Customs that when he was in Victoria last summer he gave you to understand that as the transactions at that port under the Chinese Immigration Act were becoming so much reduced in number and importance, and the amount of revenue derived therefrom so much less than formerly, the retention of an Interpreter at a high salary was no longer warrantable, and that, therefore, he should expect to only require your services up to the close of the year 1888, and would then accept your resignation.

He yesterday enquired of me whether such resignation had been received, and on my answering in the negative he directed me to drop you a private note calling your attention to the matter. Trusting to hear from you at an early date.

I remain yours truly,

W. G. PARMELEE.

J. E. VROOMAN GARDNER, Esq., Victoria, B.C.

CUSTOM HOUSE, VICTORIA, B.C., 16th January, 1889.

SIR,—I beg to acknowledge the receipt of your communication of the 9th instant, which came duly to hand this morning. For the kind, courteous, considerate tone which characterized it, permit me to thank you heartily and sincerely.

With reference to the subject matter itself, when the Hon. the Minister of Customs was in British Columbia last I understood him to say that as the transactions at the port of Victoria, under the Chinese Immigration Act, were becoming so much reduced in number and importance, and the amount of revenue derived herefrom so much less than formerly, the office of Chinese Interpreter would have to be abolished, when a gratuity would be granted me. As he was saying this he took out his pencil, and after calculating a little, he said the gratuity would be something like three or four hundred dollars. No doubt, if these statements were brought to his attention, and in the order as above related, he will remember that his decision was just as I have stated.

Under these circumstances, you will easily understand my silence. The question of my resignation was not mentioned. The office was to be abolished, and I was to receive a gratuity, which, I understand, is the rule adopted by the Government in dealing with civil servants whose services are dispensed with under similar circumstances.

Again thanking you for your kind note.

I have the the honor to be, sir, your humble servant,

JOHN E. GARDNER.

W. G. PARMELEE, Esq., Assistant Commissioner of Customs, Ottawa.

OTTAWA, 19th February, 1889.

SIR,—I have it in command to acquaint you that His Excellency the Governor General in Council has been pleased to order that the office of Chinese Interpreter be abolished from and after the first day of March next, and that under this order your services will not be required from that date; and further, upon your retiring

you be allowed, under the provisions of section 11 of the the Civil Service Superannuation Act, a gratuity equal to one month's salary for each year of service, namely, \$364.58.

I have the honor to be, sir, your obedient servant,

W. G. PARMELEE, *Assistant Commissioner.*

JOHN E. VROOMAN, Esq.,

Chinese Interpreter, H. M. Customs, Victoria, B.C.

Through Collector of Customs, Victoria, B.C.

OTTAWA, 19th February, 1889.

SIR,—I enclose herewith formal notice to Mr. Vrooman to effect that his services will not be required after the 1st proximo, the Governor in Council having been pleased to abolish the office of Chinese Interpreter.

I am directed by the Hon. the Minister of Customs to instruct that in case the services of an Interpreter may chance to be required from time to time you will call in some person for the occasion who may be competent to act as such, simply paying a moderate remuneration for the services rendered, but not in any way based upon the salary heretofore paid to the Interpreter.

With the little business now doing *in re* Chinese Immigration it is not anticipated that any material service will be required. The principal work is in the issuing of tickets of leave to parties going home to China, which the officers of your Department should be able to attend to without the services of an Interpreter, and it is probable that only in case of a new arrival of parties not speaking English that such services would be required, and in the interpreting of Chinese invoices as occasion may require.

Please see that everything is in order, so that Mr. Vrooman can turn over the books, papers, etc., on the last day of the current month.

The gratuity to be granted him on his retiring from the service will be forwarded in due course.

I have the honor to be, sir, your obedient servant,

W. G. PARMELEE, *Chief Controller.*

Hon. W. HAMLEY, Collector of Customs, Victoria, B.C.

Enclosure.

RETURN

(65)

To an ADDRESS of the SENATE, dated the 21st January, 1890, for copies of all reports and other communications in reference to the deposit of sawdust, slabs, or other offensive material in the Ottawa and other Rivers of the Dominion.

By Order.

J. A. CHAPLEAU,
Secretary of State.

OTTAWA, 7th March, 1890.

SYNOPSIS.

1886.

Aug. 24—From H. Calcutt, 70173. Calls attention to the state of navigation at the mouth of the Otonabee River and Rice Lake, Ontario, and asks that steps be taken to have the accumulation of saw-dust removed.

Aug. 27—From Rathbun Company, 70297. Ask that a channel be dredged through the accumulation of sawdust at mouth of Otonabee River.

Sept. 15—From H. Calcutt, 70,733. Again calls attention to the obstruction of the mouth of the Otonabee River by sawdust.

Sept. 17—To H. Calcutt, 39498. Acknowledging the receipt of above letter.

Sept. 23—From H. Calcutt, 71,005. Again calls attention to obstruction at mouth of Otonabee River.

Oct. 18—From Chief Engineer, 71,643. Encloses a report by Louis Coste on the obstructions at the mouth of the Otonabee River, and states that he cannot advise that any dredging be done until the practice of depositing mill refuse in the river be stopped.

Nov. 12—To H. Calcutt, 39,498. Informing him that examination has been made of the Otonabee River, but that until the practice of depositing saw dust in said river be discontinued, the Department does not deem it advisable to do any dredging.

Nov. 12—To Rathbun Company, 39,497. Informing them as above.

1887.

Jan. 20—From Clerk of Privy Council, 74,231. Transfers a petition from the Corporation of Peterborough, praying for the dredging of Little Creek, Ontario.

May 14—From Secretary of State, 77,128. Transfers a petition from the Corporation of the Town of Peterborough, praying for the dredging of Little Creek, Ontario.

June 3—From Chief Engineer, 77,676. Reports on dredging asked for at Little Lake, and estimates cost of doing same and depositing the material in a proper place at \$20,000.

1888.—H. A. Gray, Civil Engineer, reports on his examination of Ottawa River between Ottawa and Grenville, and states that it cannot be denied that millions of sawdust and mill refuse fill the bays and creeks and cover the shores of the Ottawa River, gradually encroaching upon the channel and in many places obstructing navigation.

1889.

Jan. 30—S. Fleming, Civil Engineer, 95,920. Reports on his examination of the Ottawa River between Ottawa and Grenville, and states that it is conclusively established that there is no probability of the navigation between Ottawa and Grenville being irretrievably destroyed or seriously obstructed from the deposit of saw-dust for centuries to come.

COPY OF No. 70,173.

OFFICE OF CALCUTT'S LINE OF STEAMERS,
PETERBOROUGH, ONT., 24th August, 1886.

HON. SIR,—I wish to draw your attention to the state of navigation at the mouth of the Otonabee River and Rice Lake. There are three channels on this river at the mouth, two of them are completely blocked up with sawdust, so much so that they will not even float a saw-log. The third and west channel is fast filling up, so much so that the steamboats can hardly get out into the lake. If you will order a report made on it, and take some steps to have the sawdust removed you will confer a favor on your humble servant.

H. CALCUTT.

To the Honorable the Minister of Public Works.

COPY OF No. 70,297.

THE RATHBUN COMPANY, GENERAL OFFICES,
DESERONTO, ONT., 27th August, 1886.

SIR,—Sawdust has accumulated at the mouth of the Otonabee River at Rice Lake, in the County of Peterborough, so that it now very seriously interferes with the floating of logs out of the said river and with the running of steamers there.

We trust that you may find it possible to have a channel dredged through the said accumulation and also prohibit in the future the deposit of sawdust in the waters above so that such channel may not be blocked up any more.

Your obedient servants,

THE RATHBUN Co.

Hon. Sir H. L. LANGEVIN, Minister of Public Works, Ottawa, Ont.

DEPARTMENT OF PUBLIC WORKS, OTTAWA, 1st September, 1886.

GENTLEMEN,—I am directed to acknowledge the receipt of your letter of the 27th ulto., asking that a channel be dredged through the accumulation of sawdust at the mouth of the Otonabee River.

A. GOBEIL.

The Rathbun Co., Deseronto.

COPY OF No. 70,733.

OFFICE OF CALCUTT'S LINE OF STEAMERS,
PETERBOROUGH, ONT., 15th September, 1886.

HON. SIR,—I wish to again draw your attention to the mouth of the Otonabee River.

We are barely able to shove through the deposit of saw dust and if the water drops a very few inches more we will be compelled to lay up our boats.

I would request your immediate attention and ask you to send some person to report on it, and have some steps taken to have it removed, and you will confer a favor on

Hon. Minister of Public Works.

Your obedient servant,
H. CALCUTT.

COPY OF LETTER SENT No. 39,498.

DEPARTMENT OF PUBLIC WORKS, OTTAWA, 17th September, 1886.

SIR,—I am directed to acknowledge the receipt of your letter of the 15th inst., calling attention to obstructions at the mouth of the Otonabee River caused by deposits of sawdust.

It has been referred to the Chief Engineer.

A. GOBEIL, *Secretary*.

H. CALCUTT, Esq., Peterborough, Ont.

COPY OF No. 71,005.

OFFICE OF CALCUTT'S LINE OF STEAMERS,
PETERBOROUGH, ONT., 22nd September, 1886.

HON. SIR,—I wish to draw your attention to the filling in of the Otonabee River at Rice Lake. The mouths of two channels are completely blocked up with sawdust, and the other channel has only two feet of water.

We are obliged to lay up our boats—and would request that something may be done to have it removed. If you would please have your engineer report on it, you would greatly oblige your humble servant.

H. CALCUTT.

The Honorable Minister Railways and Canals, Ottawa.

COPY OF No. 71,643.

CHIEF ENGINEER'S OFFICE, OTTAWA, 18th October, 1886.

SIR,—In accordance with the instructions endorsed on No. 70,733, I have had an examination made, and herewith enclose for the information of the Honorable the Minister, a report by Mr. Assistant Coste, on the obstruction in the mouth of Otonabee River caused by the deposit of sawdust.

The examination shows that the Otonabee and its branches are practically choked, and where in former years there was 20 feet of water there is now but from two to three feet, this shoaling being entirely caused by accumulations of sawdust and debris.

It would appear that the mills on the river discharge their sawdust and debris directly into the stream, and, if this be permitted to continue, navigation must entirely cease.

The Rathbun Company ask, in No. 70,297, that a channel be dredged through this accumulation of sawdust, as it interferes with the floating of logs and the running of steamers.

Mr. Coste very properly remarks that it will be useless to open such a channel unless the whole of the mills are prevented from placing any of their waste in the river.

A few years ago the Department did a large amount of dredging above and below the town of Peterborough.

The relief thus afforded was but temporary, as the water has again been shoaled by sawdust and mill refuse, and the work done obliterated.

Until firm steps are taken to prevent the deposit of mill refuse in the Otonabee and its branches, I cannot advise the dredging of any channel in that river.

I am, sir, your obedient servant,

HENRY F. PERLEY, *Chief Engineer.*

A. GOBEL, Esq., Secretary Public Works Department.

REPORT BY MR. LOUIS COSTE.

PUBLIC WORKS DEPARTMENT, OTTAWA, 1st October, 1886.
SURVEYS AND INSPECTIONS, OTONABEE RIVER, ONT.

DEAR SIR,—In accordance with your instructions, I have made an examination of the mouth of the Otonabee River, in Rice Lake.

Several complaints have been made that the navigation at the mouth of the Otonabee River is almost impossible, owing to the enormous accumulation of slabs, sawdust and debris; and that this accumulation interferes greatly with the floating of logs.

These statements are in no way exaggerated, and some dredging is certainly required, but no dredging can be beneficial unless steps are taken to prevent the throwing of sawdust or debris into the river.

There are six saw mills in operation on the River Otonabee, above the town of Peterborough, and all these mills throw the greater part of the sawdust into the river. At Mr. J. M. Irwin's mill, some three miles from Peterborough, the whole of the sawdust was thrown into the river on the day of my visit, and, none being seen around the mill, I am led to believe that it is the usual manner in which the saw-dust is disposed of. What did not go through the pitman hole was deliberately shovelled in.

I am told that the other mills follow a similar course, and the examination I have made at the mouth of the river, convinces me that such must be the case, for there is a bed of saw-dust there, covering an extent of over twenty-five acres, and the three branches of the Otonabee River are practically choked up. The East Branch, which was originally the main channel, is not practicable to-day, there being at its mouth a bar formed entirely of sawdust and debris from the mills, some 500 or 600 feet in width, with not more than 18 to 20 inches of water over it. The Centre Branch is in a similar condition, and the West Branch will in a short time cease to be navigable, for it is rapidly filling up, and at the present time there is only three feet of water over the bar at its mouth.

From official reports, I have calculated that over 200,000 logs, representing about 200 millions feet of lumber, passed at the mouth of the Otonabee River this season; some of these logs for the Rathbun Co. of Deseronto; some for Messrs. Gilmour & Co. at Trenton, and for Messrs. Fowlds at Hastings and Ulyott at Harwood.

These saw mill owners and the owners of steamers navigating on Rice Lake and the Otonabee River, complain strongly that where there was a splendid navigation with 15 feet of water, they have now very great trouble in floating their logs, and that it is almost impossible to utilise their steamers.

The great bulk of the sawdust or debris finds its way to the mouth of the river, but all along the river from the town of Peterborough to Rice Lake, a distance of 21 miles, bars are formed by this sawdust, especially in places where there is no current. In Little Lake, just below Peterborough, the sawdust has accumulated so that where in former times a depth of 20 feet of water could be found there is now from 10 to 18 feet of sawdust and debris. In this Little Lake some dredging will be required, especially at or near the wharf.

But, I repeat it, the dredging cannot be permanently beneficial unless steps are taken to enforce some regulations against the throwing of sawdust and debris into the river.

I enclose departmental papers Nos. 70,174, 70,297, 70,733.

I am, dear sir, your devoted servant,

LOUIS COSTE, *Assistant Engineer, P.W.D.*

HENRY F. PERLEY, Esq., Chief Engineer, Public Works Department, Ottawa.

 COPY OF LETTER SENT, 39,498.

DEPARTMENT OF PUBLIC WORKS, OTTAWA, 12th November, 1886.

SIR,—Having reference to your letters of the 24th August and 15th September last, calling attention to the obstruction at the mouth of the Otonabee River, I am directed to inform you that this Department has caused an examination to be made, and has ascertained that such obstruction is caused by the mill owners on the river discharging sawdust and other mill refuse into it; and that until this practice be discontinued it is deemed to be inadvisable that any further dredging be done by the Government.

I have the honor to be, sir, your obedient servant,

A. GOBEIL, *Secretary*.

H. CALCUTT, Esq., Peterborough, Ont.

COPY OF LETTER SENT, 39,497.

DEPARTMENT OF PUBLIC WORKS, OTTAWA, 12th November, 1886.

GENTLEMEN,—Having reference to your letter of the 27th August last, asking that a channel be dredged through the accumulation of sawdust at the mouth of the Otonabee River at Rice Lake, I am directed to inform you that this Department has caused an examination to be made, and has ascertained that such obstruction is caused by the mill owners on the river discharging sawdust and other mill refuse into it; and that until this practice be discontinued it is deemed to be inadvisable that any further dredging be done by the Government.

I have the honor to be, gentlemen, your obedient servant,

A. GOBEIL, *Secretary*.

The RATHBUN Co., Deseronto, Ont.

COPY OF No. 74,231.

PRIVY COUNCIL, CANADA.

To His Excellency the Governor General in Council :

The memorial of the Corporation of the town of Peterborough, in the Province of Ontario, by the Council thereof, humbly sheweth :

That Crescent Street in the said town is an original Government reservation for the purpose of a highway along the shore of the Little Lake, and connecting with the road to the Government Locks at Whitla's Rapids and was so claimed to be a Government reservation by the late Superintendent of the Trent Waters, Thomas D. Belcher, Esquire, in his lifetime.

That the Little Lake is a navigable body of water under the jurisdiction of the Dominion Government communicating by the Otonabee River also navigable from the lake with Rice Lake and forming part of the "Trent Valley Navigation" project now in progress under the Dominion Government, that the Little Lake has been filled up with the sawdust and other mill refuse deposited in the waters of the River Otonabee above the lake and tributary to the same during the past forty years, which has led to the washing away of said Crescent Street, and unless the same be protected and widened it will soon be useless as a highway. That the Dominion Government has from time to time made appropriations for dredging the sawdust and other mill refuse from the steamboat channels on the Little Lake, but such channels have now again filled up, requiring further dredging to make the lake navigable for the vessels plying on the same. That in making further attempts to clear the steamboat channels, your memorialists are of opinion that the same can be much more thoroughly and satisfactorily done by removing the sawdust when dredged up

from the lake, and your memorialists suggest that a double purpose would be served by utilizing such dredging in filling up and widening Crescent Street where the same has been washed away. That your memorialists are willing to assist in the work by building the necessary pier front for retaining the filling on Crescent Street provided the Government will assist by depositing the matter dredged from the lake to fill up the street. That the building of such a pier frontage along the lake would in the future be very serviceable in connection with the navigation of these waters on the opening of the Trent Valley Canal. Your memorialists therefore pray that Your Excellency in Council may be pleased to make a reasonable appropriation for the dredging of the Lake and for the deposit of the material thus obtained as a filling for the widening of Crescent Street aforesaid and that such work may be directed to be carried out during the coming season. And your memorialists will ever pray.

J. STEVENSON, *Mayor*.

CHARLES D. MACDOWN, *Town Clerk*.

COPY OF No. 77,128.

To His Excellency the Most Honorable the Marquis of Lansdowne, G.C.M.G., the Governor General of Canada in Council.

The memorial of the Corporation of the Town of Peterborough, humbly showeth as follows:—

1. That the Little Lake, situate within or adjoining the said town of Peterborough, is a body of water about one-third of a mile across. This lake forms a portion of the Trent Valley Canal Works, and vessels passing through the proposed cutting between Peterborough and Lakefield will necessarily pass through said lake.
2. Originally the lake had a mean depth of from six to ten feet, but from the accumulation for many years of debris of various kinds brought down the river, the same has become seriously injured for purposes of navigation.
3. The waste and rubbish that has so filled the said lake, came from points above the town and mostly accumulated some years ago, comparatively little having gone into the lake within the past five years.
4. Such waste and rubbish consists principally of sawdust, and could now at a moderate expense, be removed by a dredging machine and placed on the banks where filling is required to be done.
5. Your memorialists have taken active measures and will at all times hereafter use its utmost endeavors and authority to prevent any further filling of the lake, and respectfully request the Government of Canada to undertake and execute the dredging necessary to be done to remove such debris, waste and rubbish from this body of water, which is so essential and indispensable a connective of the Trent Valley Canal system.

And your memorialists as in duty bound will ever pray.

J. STEVENSON, *Mayor*.

CHARLES D. MACDOWN, *Town Clerk*.

DEPARTMENT OF THE SECRETARY OF STATE, OTTAWA, 13th May, 1887.

SIR,—I have the honor to acknowledge the receipt of a Memorial from the Corporation of the Town of Peterborough, to His Excellency the Governor General in Council, praying that the Government of Canada would undertake and execute the dredging which, it is alleged, is needful to be done in Little Lake, situated within or adjoining the said town of Peterborough, as set forth in the memorial in question, and to state that the matter will receive consideration.

I have, &c.,

G. POWELL, *Under Secretary of State*.

J. STEVENSON, Esq., M. P., House of Commons, Ottawa.

COPY OF No. 77,676.

CHIEF ENGINEER'S OFFICE, OTTAWA, 3rd June, 1887.

SIR,—With reference to the petition from the Corporation of the town of Peterborough, No. 77,128, asking for dredging in Little Lake, I have to state that the necessity for the work asked for has arisen from the unrestricted deposition of slabs, sawdust and refuse from the saw mills on the Otonabee and its branches, and the accumulation has now arrived at such a point as to have completely destroyed the navigation of the river.

In October last I submitted a report on the obstructions which exist at the mouth of the Otonabee and stated that where in former years a depth of 20 feet existed there is now but two or three feet of water, and as remarked in that report it would be useless to open a channel unless the whole of the mills are prevented from placing any of their waste in the river. To have a depth of 5 feet at low summer level over the whole superficies of Little Lake will require the removal of 55,000 cubic yards of material, almost wholly sawdust and refuse. To obtain a depth of 5 feet in a channel 300 feet in width from wharf to wharf on the lake and to the nearest lock on the Otonabee, about 20,000 cubic yards of dredging would be required. The disposal of the material to be dredged is a matter of serious moment. It will not do to take it out of one part of the river to become an obstruction in another part, and I see nothing for it but to have it taken on shore or behind pile work or cribwork to be built for the purpose, and special machinery and appliances will have to be provided, and I estimate that to meet the many expenses which would be attendant on the removal of this peculiar material in Little Lake it would cost not less than \$20,000, to open a channel 300 feet in width and get rid of the material removed.

I am, sir, your obedient servant,

HENRY F. PERLEY, *Chief Engineer.*

A. GOBEIL, Esq., Secretary Public Works Department.

REPORT OF MR. HENRY A. GRAY.

CHIEF ENGINEER'S OFFICE, OTTAWA, 1888.

DEAR SIR,—In July of last year I received verbal instructions from you to make certain examinations of the bed of the Ottawa River, between the Chaudière Falls and the Canal, at Grenville, and for me to ascertain, as far as possible, by cross sections and borings, the effect, if any, upon the navigation of the river, caused by the mill refuse and sawdust which has been, and is, at present writing, deposited in the river by the different mills.

In order to perform the above work and to enable the staff to move from place to place, a large scow was obtained from the dredging plant of this Department, and upon it a house was built, containing officer's quarters, office, galley and men's quarters. A deck was run out forward, overhanging the water, from which soundings and borings could be taken.

On the 20th July men were engaged to prepare the scow, and on the 8th August we were ready to commence active operations and dropped down the locks into the river.

In order to expedite the work—the season being late—it was thought best to commence the examination at the head of Kettle Island, some 3 miles below the city of Ottawa, leaving the portion above this point to be examined after the season of navigation, as it was expected that it would take all the time between the first of August and the close of navigation to examine from Kettle Island to Grenville.

The first cross section "A.A." was taken from nearly opposite Hillman's mills, 3 miles below the Rideau Canal, starting from the Quebec side of the river, crossing

the north channel, the western end of the island and the main channel to the Ontario shore.

The river at "A.A." is about one mile wide, at high flood, as the water at that stage covers the point of the island. At low water the main channel is half a mile wide, the deepest water being near the Ontario shore. The north channel is only 200 feet wide, and not navigable at low water.

Five borings were made on the line "A.A." No. 1 on the shore of the island shows 6 feet of granitic sand (the sand is the same as shown in glass jar marked "boring No. 2"), it was clean and without any woody matter; No. 2 boring, 700 feet south of No. 1, was sunk to a depth of 14 feet and found to contain fine granitic sand mixed with sawdust in small quantities; No. 3, 600 feet from No. 2, and about the centre of the river, shows a coarse granitic sand and small quantities of sawdust with a considerable amount of small mill refuse matter; No. 4, is coarse granitic sand, sawdust and mill refuse; No. 5, near the Ontario shore, opposite Hillman's mills, went through 2 feet of mill refuse into clay, as shown in jar.

Cross section "B.B.," 5 miles below Rideau Canal, extends from the Quebec shore across the north channel between Kettle Island and the shore, thence over the extreme east end of Kettle Island, across the main channel, continuing southerly over the west end of Goose Island and the south channel to the Ontario shore.

The north channel is now impassable, at low water, for anything but small row boats. Twenty-five years ago there was 20 feet of water in this channel. It is now filled with sawdust, mill refuse and sand.

Three borings were taken in the main channel on this cross section. No. 1, near Kettle Island, shows 18 feet of granitic sand and limestone sand, with considerable quantity of sawdust mixed together with the sand. Nos. 2 and 3, to a depth of 14 and 13 feet respectively, show clean granitic sand. The current of the river, at this point, is somewhat more rapid than at the head of Kettle Island, and shows, by observation, taken when cross section "B. B." was made, 1 mile in $48\frac{1}{2}$ minutes.

Goose Island, at the west end (see plan) has a very large accretion composed of granitic sand and mill refuse, which is gradually, but surely, encroaching upon the main and south channels.

A boring was taken to the east of Kettle Island, near the Government boom, and shows 3 feet of sawdust on the top of limestone sand. At this place there is a constant escape of gas, coming up through the water, generated from the decomposed sawdust at the bottom of the river.

The shores of Kettle Island, and the mainland, on the Quebec side, are washing away.

A photograph taken from the east end of Kettle Island (see plan) shows the Government boom and the shore covered with mill refuse. This refuse is often set fire to in the summer season, and has been known to reach inland and destroy valuable crops.

Cross section "C. C.," $7\frac{3}{4}$ miles below the Rideau Canal, and a little above the lighthouse at Templeton, extends across the main channel, from the Quebec side to the east end of Goose Island, thence across the water, dividing Goose Island from Duck Island, across the latter and the south channel to the Ontario shore.

Three borings were taken on this line. The shore on both sides of the river and the under bed is composed of limestone rock *in situ*. Boring No. 1 shows 3 feet of sawdust and mill refuse, with very little sand mixed, laying on top of the rock; No. 2, 2 feet of the same on top of the rock; No. 3 is near the west point of Duck Island and was taken to find out what material is filling the south channel and causing the accretion to the island, the result proved it to be decomposed sawdust.

Cross section "D. D." is $10\frac{1}{2}$ miles below the Rideau Canal and about half a mile below the mouth of the Petite Blanche River.

This portion of the River Ottawa is one of difficult navigation, it being so shallow at low water. A channel was opened some years ago in the middle of the river, but it is not used; vessels take the channel near the Quebec shore,

The river is about three-quarters of a mile wide, at low water at this place. The current is slow, being only one mile in one hour and forty minutes, when observed on the 25th August last.

The Quebec shore is covered with chips, mill refuse and sawdust.

Boring No. 1, near the Quebec shore, shows 4 feet 3 inches of clay to hard pan; No. 2, 900 feet from shore, shows 14 feet 3 inches of mixed sand, and, with it considerable sawdust, which probably extends much deeper; No. 3, 600 feet from No. 2, shows granitic sand with small quantity of woody material; No. 4, 700 feet from No. 3, 6½ feet of granitic sand. No. 5 is near the west end of one of the Leonard Islands and shows sand and large quantity of sawdust and mill refuse.

There was originally a good deep channel between the Ontario shore and the Leonard Islands—so Mr. Besserer informed me, and he has lived near this place and observed the river for the past 20 years—but it is now filled in 6 to 20 feet deep with slabs, sawdust and other mill refuse, and the islands are covered with the same kind of materials.

Mr. Besserer has dug down through 10 feet of sawdust, on the islands, to get to sand for building purposes. He is of opinion that it is the slabs and sawdust which collects and retains the sand. He complains that the foul gases arising from the decomposed sawdust is sometimes, in summer, at low water, quite unbearable. He has seen the mill refuse coming down the river, so compact that it was 4 and 5 feet in height and would bear the weight of a person.

Examination was made of the Petite Blanche River. It is about 90 feet wide, at its mouth, and has high clay banks. At low water it is dry 2 miles from the mouth. In spring the current is very strong, and to this fact is attributed the formation of the bar in the Ottawa River.

Cross Section "E.E.," is 16 miles below the Rideau Canal, and immediately below the mouth of the Lièvre River. The Ottawa at this point is narrow, being only some ¼ of a mile wide. The water is deep—over 40 feet near the Quebec shore. The natural banks are composed of clay. No borings were taken into the bottom of the river, as it was found, from the surroundings, to be of the same material as the banks.

On the east side of the Lièvre River an immense bank of sawdust has collected within the past 20 years, and it is from 25 to 30 feet in depth at the water's edge, it is in layers, very compact and intermixed with other mill refuse. (See photograph of this bank and specimen taken from bank.)

The Lièvre River was examined as far as McLaren's and Ross's mills, a distance of some 5½ miles from its mouth.

The Lièvre is full of mill refuse, and large shoals of it are on each side of the river, and in some places, form islands in mid-channel, with only narrow passages of water on each side. (See photographs on plan, showing the river above and below "loading ground.")

The lumber from the above mills is carried in sluice ways a distance of 4 miles from the mills to the "loading ground." Barges are partially loaded at the ground, then floated to the mouth of the river to finish loading from rafts—the river being choked with mill refuse.

The mills on the Lièvre River cut from 25 to 30 millions feet of lumber every year, and deposit all their refuse in the river.

Between the mills and the "loading ground" there are some sand banks 50 to 150 feet high—they show great erosion. At Sauble Lake (Sand Lake) a distance of 60 miles up the river, there are sand banks 300 to 100 feet high. Constant erosion is taking place and thousands of yards are annually carried down by the freshets in spring, and deposited in the Ottawa River with the sawdust and refuse mill material.

Three miles below section "E.E.," the McCaull Islands commence near the Ontario shore. Originally there was a channel 12 feet deep between these islands and the Ontario shore, now it is filled with sawdust and sand. These islands extend a distance down the river of 2 miles.

Cross section "F.F." is 21 miles below the Rideau Canal, opposite Rockland.

The river at this place is only 1,100 feet wide but very deep in the centre, there being over 67 feet at lowest water.

Boring No. 1, near the Quebec shore, shows 9 feet of limestone sand and mixed with a large quantity of mill refuse. The channel bottom is mud. No. 2, near the Ontario shore, shows 4 feet of mixed sand and mud with mill refuse.

The current is slow at this point being only 1 mile in 2 hours and 40 minutes on the 31st September last.

The large mills belonging to Mr. Edwards, M.P., are situated at Rockland, and cut 2,500 logs per day during the season. These mills do not deposit any sawdust or mill refuse in the river; it is all consumed in a furnace built for this purpose; the sawdust being used for fuel. The furnace cost, so I was informed, \$10,000. I think this is much in excess of the price of such a structure, as they are used on the Georgian Bay and cost less than \$4,000 there. Formerly, before the furnace was erected at Rockland, it required 30 men and horses to remove the refuse and deposit it. Now one man and a boy do all the work attending the furnace.

The deposit of sawdust and mill refuse from the mills higher up the Ottawa River has nearly filled in the large bay or pond used for booming the logs for this mill. The place requires to be dredged.

Cross section "G.G." is 26½ miles below the Rideau Canal, opposite Thurso, on the Quebec shore. This cross section is taken a little below the Blanche River and runs across the head of Clarence Island, near the Ontario shore. The channel at this place has nearly a uniform depth. The shore on the Quebec side is covered with mill refuse, and for a distance of over 100 feet out into the river there is a heavy deposit of sawdust mixed with clay and sand, as shown by borings taken 14 feet in depth. The bottom of the river, in the centre, is composed of sand, and on the south side clay and boulders are found.

The bottom of the channel between Clarence Island and the Ontario shore is covered entirely with sawdust, and is filling in very rapidly. The shores of the island are also covered with mill refuse.

An examination was made of the Blanche River. There are large deposits of mill refuse at the mouth on each side. I am informed there are no mills cutting lumber on this river.

Thirty miles below the Rideau Canal are the Parker Islands. They consist of a group of islands five in number, and reach some two miles in length to a point opposite Wendover, Ontario. An examination was made of the main channel near these islands, and it was found that the bottom is covered with sand. The water is quite shallow, only 11 feet at lowest water, and that only for a narrow width. (See plan.) The shores are, in some places, covered with sand and sawdust.

Cross section "H. H." is 34 miles below the Rideau Canal. This section extends from the east bank of the mouth of the North Nation River to the east bank of the South Nation River. The Ottawa at this point is about half a mile wide.

Boring No. 1, taken about 50 feet from the Quebec shore, shows 16 feet of limestone sand, clay and decomposed sawdust. No. 2, 400 feet from the shore, shows 9 feet of the same materials with a large amount of sawdust. From the soundings it would appear that this material extends along the bottom of the river for some 1,300 feet from the shore. Boring No. 3 is 350 feet out from the Ontario shore and went down 6 feet 9 inches through clay and mill refuse, principally saw-dust decomposed. No. 4, near the shore, 4 feet 6 inches in depth, shows the same materials as No. 3.

The shores of the Ottawa and the mouth of the North and South Nation Rivers are covered with mill refuse and saw dust.

On the South Nation River, one mile from its mouth, is the saw-mill owned by Mr. F. X. Wilson. This mill cuts from 1½ to 2 million feet of lumber every year. It has been in operation 3 years. All the refuse is burned. Mr. Hagar's mill 2 miles from the mouth, cuts 1½ to 2 million feet annually. This mill has been in operation four years, and burns all refuse stuff.

There are other small mills further up stream towards the crossing of the Canada Atlantic Railway, thirty miles from the mouth; these mills cut only for the local trade.

There were mills on the North Nation River and they deposited all their refuse into the stream when in operation.

The current of the river at "H. H." was very slow, being only one mile in 4 hours and 16 minutes when observed on the 10th September last.

Between the Nation Rivers and the entrance to Papineauville Bay—a distance of seven miles—there are a number of private landings. At all these there is a large deposit of mill refuse and sawdust, on the east side.

An examination was made of the entrance to Papineauville Bay—41 miles below the Rideau Canal. There is a large shoal of sawdust at the entrance. A boring showed 10 feet of this material. The water on each side of the shoal is deep. (See plan.)

Cross section "I. I.," is 44 miles below the Rideau Canal—half a mile below the village of Montebello, on the Quebec shore. The Ottawa is, at this point, only 1,300 feet wide, but very deep, having over 70 feet at lowest water in the channel and with steep banks on each side. Borings were taken on each side of the river and show that the banks are composed of a large deposit of limestone, sand and sawdust.

The Salmon River is about $\frac{1}{2}$ a mile below cross section "I. I.," and runs in on the Quebec side. At the mouth is a large accumulation of sawdust and mill refuse.

Cross section "K. K." is 51 miles below the Rideau Canal and near McTavish's Lighthouse. The river is very deep here, and, in the channel, there is over 80 feet at low water. The banks are covered with sand and mill refuse, gradually encroaching on the channel.

Two borings were taken on the Quebec side, 13 and 10 feet deep respectively, they show mill refuse, saw-dust and clay bottom. The Ontario side shows sand and mill refuse.

Cross section "L. L." is 57 miles below Rideau Canal and immediately below the Calumet River.

The Ottawa river is both deep and wide from "K. K." to "L. L."

A boring 10 feet deep was obtained on the Quebec side on "L. L." and shows sawdust and sand.

There is a large shoal about a mile below section "L. L." and immediately in front of the entrance to the Grenville Canal. The examination made shows it to be composed of sand with small traces of sawdust.

The examination recorded in the above pages extended from the Rideau Canal to Grenville, a distance of 60 miles. It is also 60 miles from Montreal to Grenville.

On the 28th September, the work of examining the river between Kettle Island and Grenville was completed and the tug "Ada" came from Ottawa and commenced to tow the survey boat "Nemo" to the Rideau Canal basin, where it arrived on the 1st October, having been delayed by fog and smoke. The crew and navigating captain were then paid off.

It was found necessary to make a complete survey of the Ottawa River from the Chaudière Falls to the mouth of the Gatineau River, a distance of $2\frac{1}{2}$ miles, in order to obtain definite information relative to the deposit of saw-dust and mill refuse immediately below the large mills at the Chaudière, which is the head of navigation.

A large portion of the river, included in the above survey, had been examined by officers of this Department in the years 1857, 1859 and 1884. The soundings shown upon the plans of these examinations have enabled me to make a set of cross sections and to show upon them a comparison of the depths found in 1857 and at present date.

It will be observed that on line "A. B." (sheet No. 2) very little sawdust and mill refuse is shown, and that only in the formation of an island near the Hull shore. The bottom of the river here is rock and the channel narrow, consequently the current is swift and prevents deposit. The island formed of sawdust and mill refuse, mentioned above, is in a back eddy.

Line "C. D. F." below the island, in mid-channel, shows a very large deposit of sawdust and mill refuse since 1857. At the point "D" as much as 40 feet in depth.

Line "D. G." is from the point "D," a small island, in the river, immediately behind the House of Parliament, to Stirling Wharf, a little to the south of Nepean Point, and, at the entrance of the Rideau Canal. This line shows a very large accumulation of mill refuse, and from it, through the "Entrance Bay" to the locks the deposit is very great, and, at low water, giving trouble and delay to vessels passing in and out of the canal.

From "C" and for a distance below Nepean Point, the bottom of the river is entirely covered with mill refuse. Further on, to the mouth of the Gatineau River, the bays are filled and the channel is gradually, but most surely, being encroached upon with the same material.

Lines "H. I." and "H. K." below the Rideau River, and line "M. L." a little above the Gatineau River, show the above.

It has been a very difficult matter to obtain reliable information from any outside sources with respect to the amount of damage consequent upon the dumping in of the sawdust and mill refuse into the Ottawa River. When asking information, I have found reluctance on the part of mill owners to give answers which might be used against their interests. Mill owners who do not place their sawdust and mill refuse in the river, did not wish to have their names used as giving information against those who do. Merchants, shippers, traders and others, living in and near Ottawa, are so dependent upon the mill owners and lumbermen that they declined to give information, except in a few cases.

It will thus be seen that what with the above and the fact that in this Department we have no record of any former examination or survey that would give me data for comparison, it is impossible for me to state the extent of damage done to the river from the sawdust and refuse.

That millions of yards of sawdust and mill refuse fill the bays and creeks, and cover the shores of the Ottawa River, gradually encroaching upon the channel, and in many places obstructing navigation, cannot be denied.

Some idea of the quantity of sawdust deposited in the river may be formed from the following official return of last year's business at the Chaudière mills.

Bronson & Weston.....	65,000,000 ft. BM.
J. R. Booth.....	70,000,000 " "
E. B. Eddy & Co.....	69,000,000 " "
Perley & Pattee.....	70,000,000 " "
Hurdman & Co.....	56,000,000 " "
Grier & Co.....	35,000,000 " "
Total.....	365,000,000

This return is said to be some 15 per cent. under the amount of previous years. It is estimated that at least $\frac{1}{3}$ of the amount of material cut is sawdust. Now taking the above figures we find 365,000,000 ft. BM. equals 4,380,000,000 cubic inches, equal to 2,534,722 cubic feet, or 93,878 cubic yards, allowing that more is cut from the log than returned as ft. BM., and also that the above return is 15 per cent. under the amount of former years, then at least 100,000 cubic yards is the output and $\frac{1}{3}$ of this means 12,500 cubic yards of sawdust alone deposited into the Ottawa River every year from the Chaudière mills in the process of cutting up the logs.

The above is only sawdust, to this must be added slabs and edgings. Much of the slab wood is broken up by "hogging" machines, and this increases its damaging effect upon navigation; this operation causing it to be the sooner waterlogged and consequently to sink. If the stuff was allowed to go into the river as slabs it would be picked up for firewood, now it is useless and sinks to the bottom, forming with the other materials a mattress, which, in course of time cannot be broken up or lifted by dredging. This difficulty was, I am informed, met with at the mouth of the Gatineau River.

There are lath and other machines dumping the sawdust from year to year into the river.

It is no uncommon occurrence for explosions to take place in the river from the gas generated from the sawdust. In January last an explosion took place opposite the Rideau River and broke up the ice; bringing from the bed of the river a large amount of mill refuse (see photograph on sheet No. 2.) Another explosion took place on the night of the 11th April, and ice 14 inches thick, covering an area of 1,500 feet, was thrown up and broken into small pieces.

To remove the sawdust and mill refuse from the river—or a portion of same—by dredging, is a most difficult problem to solve; where it is loose, a dredge bucket cannot pick it up, and where it has become matted together it would have to be cut, or separated, by explosives, before being dredged. But even if it were easy to be taken out of the river where could it be deposited?

With this report I beg to hand you:—

Sheet No. 1.—Plans and cross sections of the Ottawa River, at different places between the head of Kettle Island and Grenville, marked “A.A.” to “L.L.”

Sheet No. 2.—Plan of Ottawa River from the Chaudière Falls to the Gatineau River with sections and soundings.

Sheet No. 3.—General plan of Ottawa River from Chaudière Falls to Grenville. Twenty-eight jars containing specimens of the borings taken.

1 case filled with saw-dust and mill refuse taken from the mouth of the Lièvre River.

All the soundings shown on the plan and cross sections are reduced to “lowest water level” which is taken to be 3 feet 8 inches above the sill of the Lower Lock of the Rideau Canal. The water fell to that on the 1st October, 1872.

The highest water is shown as 29 feet 5 inches above the sill of the lock. The water having reached that height on the 16th May, 1876.

The difference between highest and lowest water level is 25 feet 7 inches.

Last fall the water was very low in the Ottawa River. From 6th to the 9th October the reading of the gauge, at the Rideau Lock, was 4 feet 10 inches.

I should state that the borings, shown on plan, and mentioned in report, do not, in every case, give the full depth of the material bored into, but only, as far as we could get down with the tools we had on board and the power to draw them up.

Yours obediently,

HENRY A. GRAY, *Assistant Chief Engineer.*

HENRY F. PERLEY, Esq., C.E., Chief Engineer, Public Works Department, Ottawa.

REPORT OF SANDFORD FLEMING, C. M. G., C. E.

OTTAWA, 30th January, 1889.

To the Committee of Lumber Manufacturers, Ottawa.

GENTLEMEN,—Having been requested by you to make an examination of that part of the River Ottawa, between the city of Ottawa and Grenville, I have now the honor to report the result.

The object of the examination was to ascertain to what extent the refuse from the various saw-mills interfere with public and private rights, and more especially to determine definitely how far the navigation of the river is obstructed from the same cause.

The examination has been made in general by myself and in detail by my son, S. H. Fleming, under my instructions.

The refuse from the mills consists of sawdust, edgings, buttings and slabs. A large proportion of the slabs and heavy refuse is not cast into the river, it is separated at each of the mills and generally sold for fuel and other uses.

At most, if not at all the mills, the slabs and heavy refuse not sold, are broken into small fragments by a machine sometimes designated a “hogging machine.”

There can be no doubt that all or nearly all the light refuse, such as sawdust and broken up slabs, together with some of the edgings and buttings, find its way into the river; the exact proportions of edgings and buttings are not easily ascertained.

The annual product of manufactured lumber of all sorts at the various mills around the city of Ottawa, will probably average fully 300,000,000 feet B. M. If we estimate 10 per cent. of the annual output as waste, we have 30,000,000 feet B. M., or 92,592 cubic yards of refuse, a large proportion of which passes into the river. Whatever the proportion, it is reasonable to suppose that such a quantity of foreign matter if deposited locally would necessarily produce some marked effect. Much, if not the whole of this waste material is buoyant, and it is carried away by the stream to a greater or lesser distance, possibly some portion finds its way to the lower reaches of the river towards the ocean.

In its passage down the river the sawdust floats for a time. While it remains on the surface it is moved by the wind and not infrequently is blown into bays and sheltered spots, where if not removed by a change of wind, it in course of time becomes saturated and disappears.

In such places where the water is still, the water logged particles of sawdust find their way to the bottom. Owners of property, especially in the neighborhood of Ottawa, in some cases, claim to suffer damage from the deposit of mill waste in front of their lands, and likewise from its presence on the surface of the water. In an artistic point of view the broad expanse of sawdust often seen during the summer months floating on the river, is undoubtedly detrimental to the landscape. Likewise it is objected to by those who indulge in pleasure boating.

The waste product from the mills is, however, not without advantage to another class of people; there are a large number of families settled along the river banks between Ottawa and Grenville, who appear to have selected this site for their habitations on account of the supply of fuel which is annually floated to their doors. During the summer months numbers of women and children may be seen regularly at work in boats and canoes gathering in from the stream their winter's supply of fuel.

There is in reality a considerable population dependent on the mills for their winter firewood, which thus costs them only the trouble of gathering it.

As already indicated, I found large deposits of sawdust in side channels, sheltered bays, eddies and inlets, but the main channel of the river remains unobstructed for the purposes of navigation.

I caused soundings to be taken during the past season on lines of cross-sections which were made by the Government engineers the year previous. These cross-sections extend generally from shore to shore of the Ottawa, across the navigable channel, at the following points, viz. :—

- | | | |
|-----|--|----|
| 1. | Line A-A at upper end of Kettle Island, 3 miles below Ottawa. | |
| 2. | do B-B at lower end of Kettle Island, 5 miles | do |
| 3. | do C-C at lower end of Goose Island, 7 $\frac{3}{4}$ miles | do |
| 4. | do D-D at upper end of Leonard Island, 10 miles | do |
| 5. | do E-E at Lièvre River, 16 miles | do |
| 6. | do F-F at Rockland, 21 miles | do |
| 7. | do G-G at upper end of Clarence Island, 26 $\frac{1}{4}$ miles | do |
| 8. | do H-H at Nation River, 34 miles | do |
| 9. | do I-I at Montebello, 44 miles | do |
| 10. | do K-K at McTavish Lighthouse, 50 $\frac{1}{2}$ miles | do |
| 11. | do L-L at Calumet, 57 $\frac{1}{4}$ miles | do |

Attention is directed to both sets of soundings, which for ease of comparison are reduced to the same datum and shown side by side on the accompanying sheets (numbered 1 to 11).

An examination clearly shows that the bed of the river has to some extent been changed within the period of twelve months, and that the change is generally in the increase of depth. At one or two points the bed rock of the river has been

laid bare, so that the depth at such spots cannot be further increased from the same natural cause. I can only account for the increase of depth in the channel by a greater scouring effect of the current; and it is just possible that this may be due to the lessening of the depth in the bays and shallows and side inlets, producing a tendency to increase the flow of water in the central portion of the river. Be the reason what it may, it appears that the navigable channel is fully maintained in its integrity, and the increase in depth is confirmed by the statements of old river pilots who allege that the channel is better now than it was thirty or forty years back.

In addition to the new cross-section referred to, a series of soundings has been made on a continuous line along the entire length of the channel from Ottawa to Grenville, a distance of sixty miles. These soundings reveal a depth of water for the greater part of the distance which is indeed remarkable.

The accompanying longitudinal section shows the soundings taken in this sixty-mile stretch.

These and all the other soundings, although taken at different stages of the water, have been reduced to a common uniform datum. This datum conforms with the lowest level of the river of which we have any record, and is established by the observations of the Ottawa lockmaster of the Rideau Canal, taken daily during a period of seventeen years. A copy of this officer's record is appended; he gives the level of the water above the sill of the lower lock, showing the daily variation of the river.

I find the extreme range of level of the River Ottawa in each year, according to this record, as follows :—

Date.	Highest.	Lowest.	Yearly Range.
	ft. in.	ft. in.	ft. in.
May 18, 1872.....	21 5	5 7	} 15 10
April 1, 1872.....	24 5	6 10	
May 24, 1873.....	22 5	5 9	} 16 8
Sept. 17, 1873.....	23 8	6 5	
June 1, 1874.....	20 6	5 7	} 23 11
Sept. 20, 1874.....	15 0	5 8	
May 20, 1875.....	15 2	6 4	} 8 10
Feb. 27, 1875.....	14 10	5 11	
May 16, 1876.....	23 11	6 10	} 17 1
Sept. 29, 1876.....	20 3	4 6½	
May 1, 1877.....	20 6	7 2	} 13 4
Sept. 26, 1877.....	18 10	7 1	
Oct. 31, 1878.....	20 10	6 11	} 13 11
Sept. 14, 1878.....	21 6	7 5	
May 22, 1879.....	24 2	7 8	} 16 6
Nov. 12, 1879.....	24 3	4 8	
May 18, 1880.....	24 2	6 2	} 19 7
Oct. 1, 1880.....	24 2	6 2	
May 20, 1881.....			} 18 0
Oct. 1, 1881.....			
June 1, 1882.....			
Feb. 11, 1882.....			
July 5, 1883.....			
April 7, 1883.....			
May 13, 1884.....			
Sept. 21, 1884.....			
May 23, 1885.....			
Oct. 15, 1885.....			
May 1, 1886.....			
Sept. 19, 1886.....			
May 10, 1887.....			
Oct. 24, 1887.....			
May 21, 1888.....			
Mar. 20, 1888.....			

HIGHEST WATER.

Highest in 17 years, 16th May, 1876.....	29 ft., 6 ins.
Minimum highest in 17 years, 1st May, 1877.....	15 ft.
Mean highest in 17 years.....	21 ft., 5 ins.

LOWEST WATER.

Lowest in 17 years, 1st October, 1881.....	4 ft., 6½ ins.
Maximum lowest in 17 years, 19th September, 1886.....	7 ft., 8 ins.
Mean lowest in 17 years.....	6 ft., 3 ins.

RANGE OF WATER LEVEL.

Greatest range of level in 17 years.....	24 ft., 11½ ins.
do yearly range of level, 1876.....	23 ft., 11 ins.
Least do do 1878.....	8 ft., 10 ins.
Mean do do in 17 years.....	15 ft., 9 ins.

Taking each separate mile of the river from Ottawa to Grenville, the minimum and maximum depths under extreme low water in the channel, as depicted on the longitudinal section, are as follows:—

—		Least Depth.	Greatest Depth.	—		Least Depth.	Greatest Depth.
		Feet.	Feet.			Feet.	Feet.
1st mile below Ottawa.....		35	55	31st mile below Ottawa.....		7	16
2nd do		31	79	32nd do		12	72
3rd do		10	75	33rd do		37	74
4th do		8	30	34th do		26	37
5th do		18	28	35th do		30	50
6th do		10	17	36th do		41	142
7th do		14	16	37th do		90	134
8th do		10	20	38th do		82	100
9th do		6	32	39th do		46	82
10th do		7	33	40th do		48	78
11th do		8	21	41st do		31	58
12th do		20	30	42nd do		31	55
13th do		27	33	43rd do		44	140
14th do		11	33	44th do		75	113
15th do		18	33	45th do		103	137
16th do		26	34	46th do		113	135
17th do		24	35	47th do		103	113
18th do		22	33	48th do		63	103
19th do		19	26	49th do		50	66
20th do		18	34	50th do		42	52
21st do		34	62	51st do		52	98
22nd do		35	65	52nd do		50	98
23rd do		31	39	53rd do		40	50
24th do		25	31	54th do		44	113
25th do		18	24	55th do		14	118
26th do		18	21	56th do		21	39
27th do		21	45	57th do		39	63
28th do		28	46	58th do		32	50
29th do		17	28	59th do		14	32
30th do		13	19	60th do		10	26

NOTE.—In the first mile the longitudinal section shows the depths in the main channel of the river from the Chaudière downwards, not in the bay leading to the Rideau Canal.

These soundings establish that when the water is at its lowest the channel between Ottawa and Grenville is for a total length of 59 miles greater in depth than 10 feet; that for one-third of the whole distance the depth exceeds 50 feet; that for about 11 miles it exceeds 75 feet; and that for 5½ miles the water is more than 100 feet, attaining a depth of 142 feet under the lowest recorded level.

Only at five points on the whole distance of 60 miles is the depth of the channel at extreme low water under ten feet. They are as follows:—

1st. At the entrance to the Rideau Canal for about 600 feet out from the lower lock,

2nd. At the head of Kettle Island, at the beginning of the 4th mile from Ottawa, near the cross section marked "A. A.," here the least depth in the channel is $8\frac{1}{2}$ feet.

3rd. On the 9th mile below Ottawa, near the lighthouse, directly east of the cross section marked "C. C.," here the least depth in the channel is 6 feet.

4th. Below the mouth of the Blanche River, on the 10th mile from Ottawa, here the least depth in the channel is 7 feet.

5th. At Parker's Island, on the 31st mile below Ottawa, here the least depth in the channel is 7 feet.

These places have been carefully examined, the shallow spots are of no great extent, being limited to a few hundred yards in each case, and as already stated, there is only an aggregate distance of a mile in the whole sixty miles within which the depth is not greater than 10 feet. Borings have been made by which it is established that in cases 2 and 3 the material in the channel bed is coarse red sand. In cases 4 and 5 the borings indicate a fine sand or silt—the material in all cases being easy of removal. Except in the case of No. 1, the boring did not reveal the presence of sawdust or mill refuse in any form in any part of the main channel. It is inferred that these points are simply natural shallows, such as are found in all rivers.

The evidence goes to show that these shallow portions of the channel have quite as much water over them as when the River Ottawa was first navigated. Only in the case of No. 1 is the navigation in question affected. Here there is a deposit for a distance of about 200 yards outwards, from the entrance to the lower lock. The deposit here is probably, for the most part, sawdust, and it is due to the fact that the entrance to the Rideau Canal is in a deep and sheltered bay where the sawdust collects and where there is no current sufficient to carry it away. With this exception it is established beyond all question that no appreciable injury has been done to the navigable channel of the river through the operations of the lumber manufacturers.

Moreover it appears that the lumber manufacturing interests would suffer very much more than all other interests from any possible injury to the navigation. This inference is drawn from the volume of river traffic as shown by Government returns. If the tolls collected on tonnage passing the Grenville Canal be taken as a criterion, we may judge of the value of the traffic by the following table which gives a comparison for a period of ten years:—

Year.	Total Tolls Collected.	Tolls on Sawn Lumber.	Tolls on all other Freights.
1878	\$34,527	\$28,688	\$5,839
1879	35,392	29,727	5,665
1880	39,309	33,631	5,678
1881	52,245	46,496	5,749
1882	51,153	43,890	7,263
1883	55,665	48,250	7,415
1884	53,845	46,946	6,899
1885	49,337	44,036	5,301
1886	50,620	45,664	4,956
1887	49,830	45,516	4,314
Totals	\$471,923	\$412,844	\$59,079

By these returns it is established that the gross revenue from canal tolls in ten years ending 31st December, 1887, was \$471,923 of which sawn lumber contributed \$412,844 and all other traffic \$59,079.

If we take by way of example the last year given in the table, viz., 1887, we have as follows:—

	Tons.	Tolls.
Total freight of all sorts.....	684,047	\$49,830 01
Sawn lumber.....	558,490	45,516 14
All other traffic.....	124,557	\$4,313 87

The sawn lumber above named does not include the following :—

Timber in rafts 2,189 tons, paying tolls amounting to \$	76 60
Saw logs 14,074 do do	327 80
Railway ties 3,625 do do	391 22
Shingles 563 do do	441 71
Floats 27,126 do do	399 80
Firewood 43,152 do do	1,379 32

90,729 tons amounting to..... \$ 3,016 45

If the latter tolls be included it would appear that the lumbering interests contributed \$48,522.59 of a total canal revenue of \$49,830.11. But taking sawn lumber alone, which pays close on 90 per cent. of the aggregate tolls collected, there cannot be a doubt that the manufacturers are to a much larger extent concerned in the navigation of the river than all other interests combined.

In connection with the depth of water in the channel, my enquiries go to show that the barges used in the transportation of sawn lumber are greater in draught than any other craft now employed or which have at any previous time been employed on the river.

The question arises are the causes in operation if continued for a sufficiently long period likely to damage the Ottawa as a navigable stream? This enquiry is of great importance and demands special attention.

It is not easy to ascertain the exact quantity of solid matter cast into the river from the mills. Be the quantity what it may, the material, being buoyant, is carried forward a greater or lesser distance before it sinks or disappears.

Wherever it may find its way to the bottom, it is seldom found in a compact body. A deposit of sawdust is easily moved by currents and as the volume of water in the Ottawa during floods is very large and of great force it may be assumed that no deposit of this loose material can remain in the shallow parts of the main channel, where in fact the currents are always greatest.

It has been satisfactorily established by the recent examination that during the constantly recurring periods of high water, any such deposits are moved forward by the scour of the currents and carried probably to parts of the river where the water is deep and still.

Taking that portion of the Ottawa between this city and Grenville, and dividing the whole distance of sixty miles into sub-divisions of ten miles each, we obtain from the recent measurements the following average depths in the channel at extreme low water :—

	Average least depth.	Average greatest depth.
1st sub-division.....	14 ft. 9 in.	38 ft. 5 in.
2nd do	19 " 3 "	31 " 2 "
3rd do	24 " 0 "	37 " 6 "
4th do	41 " 9 "	78 " 6 "
5th do	65 " 7 "	97 " 2 "
6th do	31 " 6 "	69 " 2 "

From these averages we have, for the whole sixty miles of the channel, taken in sub-divisions of ten miles :

1. A mean minimum depth of..... 32 ft. 9 in.
2. A mean maximum depth of..... 58 " 7 "
3. A general mean depth of..... 45 " 9 "

It will be borne in mind that all these depths mentioned refer to a stage of the water which has only occurred once in the past seventeen years, that is to say, when the river fell to but 4 feet 6½ inches over the lock sill of the Rideau Canal, on the 1st October, 1881.

The large quantity of refuse passing from the mills would, in a shallow sluggish river, very soon produce objectionable consequences, but the deductions drawn from the recent survey show conclusively that the Ottawa is so exceptional in its character and has depths so profound that the evils to be feared from the filling up of the channel are exceedingly remote.

I have had an estimate prepared to convey some idea of the length of time which would elapse before the deep parts of the river between Ottawa and Grenville would be filled. This estimate is based on the soundings recently made and on other data. According to this estimate it would require 350,000,000 cubic yards of solid material to fill up the deeper parts to a line 10 feet under extreme low water. I have already indicated that the quantity of sawdust and refuse of all kinds passing from the mills cannot on an average be more than 100,000 cubic yards per annum. It is not possible to determine what part of this material remains above Grenville. It is reasonable to suppose that some of it finds its way to the lower reaches of the river, but assuming that no part of it is carried towards the ocean and that its volume is not reduced by pressure, or by any natural process, the question resolves itself into one of simple proportion and viz. :—How long will it take to deposit 350,000,000 cubic yards at the rate of 100,000 cubic yards per annum? This whole calculation may be held to be but roughly approximate, yet it will give some idea of the enormous length of time which would elapse before the deep space under the level demanded by a navigable channel could be filled up.

The examination which I have made points to the following conclusion :—

1. With respect to private interests there can be no doubt that riparian owners in some individual cases suffer actual damage from the operations of the lumber manufacturers. While this is the case, more especially in the neighborhood of Ottawa, there are many persons living along the river banks between this city and Grenville who are benefitted in a manner which to them may be considered material. These persons may, indeed, be counted by hundreds, and they would feel it to be a great deprivation if through any cause they were cut off from their annual supply of firewood.

2. There has been a deposit of sawdust directly in front of the Rideau Canal in the city of Ottawa, it extends from the lower lock a short distance into the river. The removal of less than 10,000 cubic yards by dredging at this spot would enable all vessels navigating the canal to enter with ease when the water is at its lowest stage. With this single exception I am unable to see that the navigation of the River Ottawa has been injuriously interfered with to any appreciable extent. Moreover, if the official returns afford a means of judging, it appears that the lumbering interests are more deeply concerned in the maintenance of the navigation than all other interests. The official returns of traffic through the Grenville Canal showing that the lumber business pays nearly all the tolls collected.

3. With regard to the future it is conclusively established that there is no probability of the navigation between the city of Ottawa and Grenville being irretrievably destroyed or seriously obstructed from the cause assigned for centuries to come.

I have the honor to be, gentlemen, your obedient servant,

SANDFORD FLEMING.

LEVEL of Water in the River Ottawa for 17 years ending 31st December, 1888, as measured on the sill of the lower lock of the Rideau Canal by the Lockmaster. The statements show the highest and lowest in each month.

1872.		HIGHEST.		LOWEST.		1873.		HIGHEST.		LOWEST.	
		Feet.	Ins.	Feet.	Ins.			Feet.	Ins.	Feet.	Ins.
Jan.	5	7	2			Jan.	25	8	11		
do	27			6	10	do	18			7	11
Feb.	1	6	9			Feb.	1	8	8		
do	24			6	4	do	22			8	
March	1	6	4			March	29	8	6		
do	30			5	11	do	8			7	7
April	26	11	9			April	24	18	1		
do	1			† 5	7	do	1			9	3
May	18	* 21	5			May	31	* 24	5		
do	1			13	11	do	1			16	10
June	1	19	9			June	1	23	11		
do	30			13	3	do	30			14	8
July	1	13	2			July	1	14	7		
do	27			9	9	do	26			11	1
Aug.	1	9	5			Aug.	1	10	6		
do	30			7	2	do	30			7	10
Sept.	14	10	7			Sept.	30	7	11		
do	21			7	2	do	17			† 6	10
Oct.	26	11				Oct.	25	11	2		
do	5			9	8	do	1			8	1
Nov.	1	11	1			Nov.	1	11	10		
do	30			9		do	29			10	10
Dec.	1	9				Dec.	6	11	4		
do	28			8	5	do	27			10	

* Highest in 1872, May 18. 21 ft. 5 in.
 † Lowest do April 1. 5 ft. 7 in.
 Range of level for 1872. 15 ft. 10 in.

* Highest in 1873, May 31. 24 ft. 5 in.
 † Lowest do Sept. 17. 6 ft. 10 in.
 Range of level for 1873. 17 ft. 7 in.

1874.		HIGHEST.		LOWEST.		1875.		HIGHEST.		LOWEST.	
		Feet.	Ins.	Feet.	Ins.			Feet.	Ins.	Feet.	Ins.
Jan.	15	10	8			Jan.	1	6	10		
do	1			9	5	do	23			6	7
Feb.	1	10	2			Feb.	1	6	6		
do	28			8	11	do	27			† 6	5
March	28	10	10			March	20	6	7		
do	1			8	11	do	1			6	5
April	1	10				April	24	12	8		
do	15			9	2	do	1			6	7
May	31	21	10			May	20	* 23	8		
do	1			10	2	do	1			14	2
June	1	* 22	1			June	1	20	10		
do	30			18	10	do	26			13	4
July	1	18	4			July	1	12	6		
do	25			12	2	do	31			9	7
Aug.	1	10	10			Aug.	21	9	10		
do	29			7	3	do	14			8	9
Sept.	1	7				Sept.	1	8	7		
do	25			† 5	9	do	25			7	1
Oct.	10	6	2			Oct.	30	8	10		
do	1			5	9	do	1			7	
Nov.	28	6	6			Nov.	15	9	7		
do	1			5	10	do	1			8	11
Dec.	1	7	6			Dec.	4	9	3		
do	12			6	11	do	31			8	5

* Highest in 1874, June 1. 22 ft. 1 in.
 † Lowest do Sept. 25. 5 ft. 9 in.
 Range of level for 1874. 16 ft. 4 in.

* Highest in 1875, May 20 23 ft. 8 in.
 † Lowest do Feb. 27 6 ft. 5 in.
 Range of level for 1875. 17 ft. 3 in.

LEVEL of Water in the River Ottawa for 17 Years, &c.—Continued.

1876.		HIGHEST.		LOWEST.		1877.		HIGHEST.		LOWEST.	
		Feet.	Ins.	Feet.	Ins.			Feet.	Ins.	Feet.	Ins.
Jan.	23	10	4			Jan.	1	8	6		
do	1			8	5	do	27			7	5
Feb.	1	9	8			Feb.	1	7	3		
do	26			8	8	do	24			6	6
March	18	11	3			March	31	7	1		
do	4			8	7	do	1			6	7
April	30	19	11			April	30	15			
do	1			10	4	do	1			7	2
May	16	* 29	6			May	1	* 15			
do	1			20	3	do	19			13	
June	1	25	9			June	1	12	11		
do	30			18	8	do	30			10	3
July	1	18	5			July	1	10	3		
do	29			11	6	do	28			8	9
Aug.	1	11				Aug.	1	8	6		
do	26			7	8	do	25			7	4
Sept.	1	7	4			Sept.	1	6	10		
do	29			† 5	7	do	26			† 5	8
Oct.	31	8				Oct.	26	7	10		
do	1			5	8	do	1			5	8
Nov.	18	10				Nov.	24	10			
do	1			8		do	3			7	6
Dec.	9	9	7			Dec.	15	11	6		
do	30			8	7	do	29			10	11

* Highest in 1876, May 16. 29 ft. 6 in.
 † Lowest do Sept. 29. ... 5 ft. 7 in.
 Range of level for 1876 23 ft. 11 in.

* Highest in 1877, May 1. 15 ft.
 † Lowest do Sept. 26. 5 ft. 8 in.
 Range of level for 1877. 9 ft. 4 in.

1878.		HIGHEST.		LOWEST.		1879.		HIGHEST.		LOWEST.	
		Feet.	Ins.	Feet.	Ins.			Feet.	Ins.	Feet.	Ins.
Jan.	1	10	9			Jan.	1	13	4		
do	26			8	10	do	31			10	3
Feb.	1	8	3			Feb.	1	9	11		
do	23			7	5	do	27			9	1
March	16	9	1			March	1	9	1		
do	2			7	3	do	29			8	9
April	30	13				April	30	16			
do	1			7	11	do	1			8	9
May	15	15	1			May	22	* 24	10		
do	1			13	1	do	1			17	
June	1	13	8			June	2	19	8		
do	29			10	9	do	28			13	11
July	1	10	10			July	1	13	5		
do	27			8	5	do	26			11	1
Aug.	17	8	3			Aug.	1	10	7		
do	31			7	4	do	30			7	10
Sept.	28	9	8			Sept.	20	8			
do	14			† 6	4	do	10			7	4
Oct.	31	* 15	2			Oct.	1	7	10		
do	12			9	6	do	31			6	3
Nov.	1	15	2			Nov.	29	6	11		
do	23			13	2	do	12			† 5	11
Dec.	14	14	8			Dec.	13	10	5		
do	7			13	1	do	1			6	11

* Highest in 1878, Oct. 31. 15 ft. 2 in.
 † Lowest do Sept. 14. 6 ft. 4 in.
 Range of level for 1878. 8 ft. 10 in.

* Highest in 1879, May 22 24 ft. 10 in.
 † Lowest do Nov. 12. 5 ft. 11 in.
 Range of level for 1879. 17 ft. 1 in.

LEVEL of Water in the River Ottawa for 17 Years, &c.—Continued.

1880.		HIGHEST.		LOWEST.		1881.		HIGHEST.		LOWEST.	
		Feet.	Ins.	Feet.	Ins.			Feet.	Ins.	Feet.	Ins.
Jan.	1	9	8			Jan.	1	9	6		
do	17			9	1	do	29			8	5
Feb.	1	9	5			Feb.	1	8	5		
do	14			8	9	do	26			7	7
March	7	10	3			March	26	10	3		
do	28			9		do	1			7	7
April	30	18	4			April	30	13	1		
do	1			9	3	do	16			7	8
May	18	* 23	11			May	20	* 20	3		
do	1			18	8	do	3			16	
June	1	21	10			June	1	18			
do	30			15	8	do	29			10	11
July	1	15	6			July	1	10	7		
do	31			11	2	do	23			7	11
Aug.	1	11	2			Aug.	1	7	11		
do	28			8	1	do	31			5	9
Sept.	1	8				Sept.	1	5	9		
do	29			6	11	do	29			4	8
Oct.	30	9	2			Oct.	29	6	5		
do	1			† 6	10	do	1			† 4	6½
Nov.	15	13	7			Nov.	30	7	6		
do	3			9	3	do	1			6	5
Dec.	1	12	9			Dec.	31	8	5		
do	31			9	6	do	3			7	6

* Highest in 1880, May 18..... 23 ft. 11 in.
 † Lowest do Oct. 1..... 6 ft. 10 in.
 Range of level for 1880..... 17 ft. 1 in.

* Highest in 1881, May 20..... 20 ft. 3 in.
 † Lowest do Oct. 1..... 4 ft. 6½ in.
 Range of level for 1881..... 13 ft. 8½ in.

1882.		HIGHEST.		LOWEST.		1883.		HIGHEST.		LOWEST.	
		Feet.	Ins.	Feet.	Ins.			Feet.	Ins.	Feet.	Ins.
Jan.	1	8	6			Jan.	1	8	5		
do	31			7	5	do	30			7	6
Feb.	18	8	8			Feb.	1	7	8		
do	11			† 7	2	do	15			7	5
March	4	10	4			March	1	7	8		
do	1			7	10	do	31			7	2
April	29	13	11			April	23	15	7		
do	1			10		do	7			† 7	1
May	31	20	4			May	31	18			
do	1			14	1	do	3			13	3
June	1	* 20	6			June	3	18	4		
do	30			17	2	do	13			17	5
July	1	17	2			July	5	* 18	10		
do	29			12	2	do	31			13	10
Aug.	1	12	1			Aug.	1	13	9		
do	15			10		do	31			9	3
Sept.	1	10	11			Sept.	1	9	2		
do	15			10	1	do	26			8	7
Oct.	1	11	5			Oct.	22	9	10		
do	28			8	8	do	12			8	6
Nov.	18	10	11			Nov.	28	13			
do	1			8	10	do	1			9	4
Dec.	1	9	7			Dec.	10	14	1		
do	30			8	9	do	31			12	2

* Highest in 1882, June 1..... 20 ft. 6 in.
 † Lowest do Feb. 11..... 7 ft. 2 in.
 Range of level for 1882..... 13 ft. 4 in.

* Highest in 1883, July 5..... 18 ft. 10 in.
 † Lowest do April 7..... 7 ft. 1 in.
 Range of level for 1883..... 11 ft. 9 in.

LEVEL of Water in the River Ottawa for 17 Years, &c.—Continued.

1884.		HIGHEST.		LOWEST.		1885.		HIGHEST.		LOWEST.	
		Feet.	Ins.	Feet.	Ins.			Feet.	Ins.	Feet.	Ins.
Jan.	1	12	2			Jan.	3	12	9		
do	31			10	9	do	31			10	3
Feb.	1	10	7			Feb.	1	10	3		
do	27			9		do	28			9	7
March	31	15	4			March	1	9	7		
do	8			9	6	do	21			8	8
April	30	17	6			April	30	21			
do	15			13	5	do	1			8	8
May	13	* 20	10			May	23	* 21	6		
do	1			17	8	do	7			18	6
June	1	18	1			June	1	20	6		
do	30			12	3	do	30			15	11
July	1	12	1			July	1	15	8		
do	27			9	4	do	31			12	4
Aug.	10	10	11			Aug.	1	12	2		
do	31			7	11	do	31			9	1
Sept.	1	7	10			Sept.	1	9			
do	21			† 6	11	do	30			8	1
Oct.	31	11				Oct.	1	8	1		
do	1			7	5	do	15			† 7	5
Nov.	1	11	1			Nov.	20	10	5		
do	25			9	11	do	3			7	11
Dec.	15	14	6			Dec.	10	10			
do	5			10		do	31			9	4

* Highest in 1884, May 13.....20 ft. 10 in.
 † Lowest do Sept. 21.....6 ft. 11 in.
 Range of level for 1884.....13 ft. 11 in.

* Highest in 1885, May 23.....21 ft. 6 in.
 † Lowest do Oct. 15.....7 ft. 5 in.
 Range of level for 1885.....14 ft. 1 in.

1886.		HIGHEST.		LOWEST.		1887.		HIGHEST.		LOWEST.	
		Feet.	Ins.	Feet.	Ins.			Feet.	Ins.	Feet.	Ins.
Jan.	8	12	11			Jan.	1	8	7		
do	1			9	4	do	22			8	2
Feb.	1	10	10			Feb.	13	8	11		
do	13			9	10	do	1			8	6
March	1	10	1			March	8	8	10		
do	19			8	11	do	31			8	4
April	30	24				April	23	19			
do	1			10	1	do	1			8	4
May	1	* 24	2			May	10	* 24	3		
do	31			16	2	do	31			18	3
June	1	16				June	1	18	2		
do	30			13	9	do	30			11	9
July	1	13	8			July	1	11	8		
do	31			10	10	do	30			9	
Aug.	1	10	9			Aug.	1	8	9		
do	28			8	1	do	31			6	7
Sept.	1	8	4			Sept.	1	6	5		
do	19			† 7	8	do	29			4	11
Oct.	29	9	9			Oct.	31	5	1		
do	1			8	3	do	24			† 4	8
Nov.	1	9	7			Nov.	30	5	8		
do	17			8	5	do	1			5	1
Dec.	7	9	8			Dec.	19	6	10		
do	31			8	8	do	1			5	8

* Highest in 1886, May 1.....24 ft. 2 in.
 † Lowest do Sept. 19.....7 ft. 8 in.
 Range of level for 1886.....16 ft. 6 in.

* Highest in 1887, May 10.....24 ft. 3 in.
 † Lowest do Oct. 24.....4 ft. 8 in.
 Range of level for 1887.....19 ft. 7 in.

LEVEL of Water in the River Ottawa for 17 Years, &c.—*Concluded.*

1888.		HIGHEST.		LOWEST.		1888.		HIGHEST.		LOWEST.	
		Feet.	Ins.	Feet.	Ins.			Feet.	Ins.	Feet.	Ins.
Jan.	1.	6	9			July	1.	17	5		
do	31.			6	4	do	31.			10	8
Feb.	9.	6	5			Aug.	1.	10	5		
do	29.			6	3	do	25.			7	7
March	31.	7	1			Sept.	1.	8			
do	20.			6	2	do	14.			7	
April	30.	11	11			Oct.	1.	7	5		
do	1.			7	4	do	15.			6	7
May	21.	* 24	2			Nov.	12.	11	2		
do	1.			12	7	do	1.			6	10
June	4.	21	1			Dec.	29.	9	11		
do	30.			17	8	do	15.			9	

* Highest in 1888. May 21..... 24 ft. 2 in.

† Lowest do March 20..... 6 ft. 2 in.

Range of level for 1888..... 17 ft. 10 in.

RETURN

(70.)

TO AN ADDRESS of the HOUSE OF COMMONS, dated 27th January, 1890 :—For copies of the reports and opinions of the Law Officers of the Crown relating to the Act passed by the Legislature of the Province of Quebec, intituled : “An Act for the settlement of the Jesuits’ Estates,” and also copies of the case or cases, or other documents or reports, submitted to the said Law Officers, or to Her Majesty’s Secretary of State for the Colonies, in relation to the said Act, and upon which the said opinions were obtained, and also all the despatches and correspondence in reference thereto.

By order.

J. A. CHAPLEAU,

OTTAWA, 1st March, 1890.

Secretary of State.

—

SCHEDULE of Correspondence relating to the opinions of the Law Officers of the Crown on the “Jesuits’ Estates Act,” presented to the House of Commons.

1.

21st March, 1890.—Lord Knutsford to Lord Stanley: With Memorial from Protestant Alliance.

2.

21st May, 1889.—Lord Stanley to Lord Knutsford: With petition from Dominion Evangelical Alliance, and copy of Privy Council minute.

3.

8th June, 1889.—Lord Knutsford to Lord Stanley: Acknowledges receipt of (No. 2) 21st May.

4.

22nd July, 1889.—Lord Stanley to Lord Knutsford: Telegram. (Extract.) Asks whether Law Officers regard the Act as within competence of Provincial Legislature.

5.

25th July, 1889.—Lord Knutsford to Lord Stanley: Telegram. Law Officers approve the decision not to interfere with the Act as proper and constitutional.

6.

2nd August, 1889.—Lord Knutsford to Lord Stanley: Telegram. Law Officers hold that there is no ground for reference of the Act to Judicial Committee of the Privy Council.

7.

6th August, 1889.—Lord Knutsford to Lord Stanley: With copies of the reports of the Law Officers.

8.

8th August, 1889.—Lord Stanley to Lord Knutsford: His Excellency’s interview with a deputation which presented petitions for the disallowance of the Act.

9.

Petitions (3) from electors entitled to vote for members of the House of Commons, and from certain of Protestant minority of the Province of Quebec.

10.

9th August, 1889.—Lord Stanley to Lord Knutsford: With petitions to Her Majesty for the disallowance of the Act, forwarded by the Quebec branch of the Fvangelical Alliance.

11.

22nd August, 1889.—Lord Knutsford to Lord Stanley: Acknowledges the receipt of (No. 8) 8th August.

12.

26th August, 1889.—Lord Stanley to Lord Knutsford: Telegram. (Extract.) Report of the Law Officers.

13.

27th August, 1889.—Lord Knutsford to Lord Stanley: Telegram. Agrees to the publication of the reports of the Law Officers.

14.

27th August, 1889.—Lord Knutsford to Lord Stanley: Acknowledges receipt of (No. 10) 9th August.

15.

Memorandum of the Minister of Justice.

I.

Lord Knutsford to Lord Stanley of Preston.

DOWNING STREET, 21st March, 1889.

MY LORD,—I have the honor to transmit to you for the consideration of your Ministers a copy of a memorial from the Protestant Alliance protesting against Her Majesty's assent being granted to the Jesuits' Estates Act of the Legislature of the Province of Quebec.

I have caused the Alliance to be informed that the question of allowing or disallowing the Act referred to is one which rests entirely with you, acting on the advice of your responsible Ministers.

I have the honor to be, my Lord,

Your Lordship's most obedient, humble servant,

KNUTSFORD.

Governor General

The Right Honorable

Lord STANLEY of Preston, G.C.B., &c., &c., &c

To the Right Honorable Lord Knutsford, Her Majesty's Principal Secretary of State for the Colonies.

The Memorial of the Committee of the Protestant Alliance sheweth,

That, whereas an "Act respecting the Jesuits' Estate" (1888) has been passed by the Legislature of the Province of Quebec, and is now awaiting the assent of the Governor General of the Dominion of Canada.

And whereas following up the provisions of the Quebec Act of 1774. Royal Instructions were forwarded to the Governor General of Canada, directing "that the Society of the Jesuits should be suppressed and dissolved, and no longer continue a body corporate and politic, and that all the rights, privileges and property should be vested in the Crown."

And whereas by the said Jesuits' Estates Act of 1888, passed by the Provincial Legislature of Quebec, the Lieutenant Governor in Council is authorized to pay the sum of four hundred thousand dollars out of any public money at his disposal, "as a compensation to the Jesuits for the property and estates, their claim to which was disallowed by the authority aforesaid," and whereas it is provided by said Act that such compensation is to remain as a special deposit until the Pope has ratified the said settlement, and made known his wishes respecting the distribution of such amount. (Statutes of Quebec, 1888, p. 50.)

And whereas the said Jesuits' Estates Act recognizes powers in the Pope that are perilous to the supremacy of the Queen, in thus requiring his consent to legislation within Her Majesty's dominions, and to the application of public funds.

And whereas it is a surrender of the authority of the Crown, and an acknowledgment of Papal supremacy to accept such terms from the Papacy as that "the Pope allows the Government to retain the proceeds of the sale of the Jesuits' estates as a special deposit to be disposed of with the sanction of the Holy See, Cardinal Simeoni. (Statutes of Quebec, 1888, p. 47.)

Therefore your Memorialists do enter their solemn protest against the granting of any assent by the Governor General of the Dominion of Canada, acting as the representative of the Queen, to such Act of the Quebec Legislature, and humbly pray that such Act may be disallowed, and that measures be taken by Her Majesty's Government, on the part of the Crown, to prevent any such Act being carried into effect.

Signed on behalf of the Committee and members of the Protestant Alliance.

T. MYLES SANDY'S, Lieut.-Col., *Chairman.*

2.

Lord Stanley of Preston to Lord Knutsford.

OTTAWA, 21st May, 1889.

MY LORD.—I have the honor to transmit to Your Lordship a petition from the Evangelical Alliance for the Dominion, together with a copy of an approved Minute of the Privy Council thereon.

I have &c.,

STANLEY OF PRESTON.

LORD KNUTSFORD.

CERTIFIED Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 16th May, 1889.

The Committee of the Privy Council, upon the report of the Minister of Justice, to whom was referred a Memorandum from Your Excellency's Secretary, transmitting to Council a petition which Your Excellency had received from the Evangelical Alliance of the Dominion of Canada, and which Your Excellency had been requested to transmit to Her Majesty's Government, recommend that the petition in question be duly forwarded to Her Majesty, through Her Secretary of State for the Colonies, with the intimation from Your Excellency that should Her Majesty's Government desire it, Your Excellency's advisers will be prepared at any time to state the position which they have taken with regard to the statute of Quebec to which the petition relates, and to justify the advice which they gave to Your Excellency to leave that statute to its operation, in accordance with which an intimation was given in January last to His Honor the Lieutenant-Governor of Quebec that the Act would be so left to its operation.

All which is respectfully submitted for Your Excellency's approval.

JOHN J. MCGEE,

Clerk Privy Council.

To the Queen's Most Excellent Majesty.

MOST GRACIOUS SOVEREIGN,

The petition of the undersigned, duly representing the Evangelical Alliance for the Dominion of Canada, humbly sheweth—

That your petitioners approach Your Majesty on behalf of those Ministers and members of various Protestant churches who united to form the said Alliance in October, 1888, with the intent—

1. To manifest and strengthen Christian unity.
2. To vindicate religious liberty, and
3. To promote co-operation in Christian work, without interference with the internal affairs of the different denominations.

That your petitioners and those whom they represent are, and ever have been, loyal subjects of Your Majesty, who seek to perpetuate for themselves and their children, in this part of the Empire, the laws and liberties secured at so great cost by their forefathers in the British isles.

That the rights of your petitioners have recently been invaded in a manner that leaves them no redress, save in this appeal which they now bring to the foot of the Imperial Throne.

That at the same time, and by the same means, such an interference has taken place with Your Majesty's Royal prerogative, such unfounded reproach cast upon public acts of preceding sovereigns, and such dangerous precedents set for the future, to the mother country as well as to the colonies, as, your petitioners humbly represent, demand the vigilant attention of Your Majesty's Government.

That the grievance of your petitioners is as follows:—

The Order of the Jesuits in Canada, while the country was a French possession, became possessed by Royal grant, private donation, and purchase or exchange, of

large and valuable estates. At the Conquest in 1759 the Order petitioned to be allowed to retain its property. The petition was reserved until the King of England's pleasure was known. The petition was never granted. In the Treaty of Cession in 1763 the King of France made no stipulation in favor of the Order, which in 1761 he had banished from his European dominions. The law officers of His Majesty King George III reported the Jesuit's title to continual possession fundamentally bad, inasmuch as the General of the Order, in whom all its powers were vested, was a foreigner residing in Rome, the Order itself was prohibited by the laws of England, and the estates being thus without a legal owner, fell to the Crown. By the Crown the estates were devoted "inviolably and exclusively to the education of the people." In 1773 the "Society of Jesus" was entirely suppressed and abolished everywhere by the reigning Pope. The King, however, with indulgent generosity, allowed the Jesuit Fathers, left in Canada, to reside in their former buildings and draw a maintenance from the property as long as they lived. In 1800 full and actual possession was taken by the Crown, and the estates have remained public property until now, having been transferred by the Imperial Government to that of Canada, and by the Dominion to the Province of Quebec, but throughout devoted to purposes of public education.

These Jesuits' estates, by an Act of the Legislature of Quebec (51-52 Victoria, chapter 13) have now been taken away from the Educational Fund. The Act of His Majesty George III is stigmatized as "spoliation." A claim for "compensation" has been made and allowed as a "moral obligation." The sum of four hundred thousand dollars of public money of Your Majesty is placed at the disposal of the Pope for distribution in the Province of Quebec as he may see fit. His consent was made necessary to legislation in a Province of Your Majesty. His Secretary of State writes: "The Pope allows the Government to retain the proceeds of the sale of the Jesuits' estates as a special deposit, to be disposed of with the sanction of the Holy See." With the exception of sixty thousand dollars offered for Protestant education, the whole of the remainder of the Jesuits' estates proceeds are made part of the ordinary funds of the Province, and thus the inhabitants of the Province are deprived, for all time, of the benefit of a fund set apart for public instruction by an Act of Royal Bounty.

That your petitioners, under a deep sense of this grievous injustice and lasting injury, petitioned the Governor General in Council to disallow the Quebec Jesuits' Estates Act of 1888, but without avail; His Excellency's advisers alleging that "the subject matter of the Act is a provincial concern only, having relation to a fiscal matter entirely within the control of the Legislature of Quebec.

That your petitioners contend that these reasons are ill founded and insufficient, and are now constrained to appeal to Your Majesty. They plead that His Excellency should have been advised:

1. That this was a "matter of Imperial concern," dealing with a grant of the Crown, to which its faith was pledged, that faith on which implicit reliance is always placed, and which is held most sacred by all British sovereigns and their advisers.

2. That the functions conceded in the said Act to the Holy See are utterly incompatible with the maintenance of Your Majesty's sole and supreme authority within the British dominions, and, under the claims of super-eminent control asserted by the Pope over all nations and all rulers, cannot fail to be enlarged in future legislation in the Province of Quebec, where the Roman Catholic Church is already the dominant power of the State.

3. That the Act in question, while dealing with "a fiscal matter," had much graver consequences in relation to public education, as to which a special right of appeal to His Excellency in Council is reserved in the British North America Act of 1867 (section 93, sub-sections 3 and 4), and therefore demanded the fullest attention of the Council after the hearing of the parties; and—

4. That in a matter thus involving the honor of the Crown, as well as the rights of the people, the Act should be reserved for Your Majesty's pleasure.

That the power of disallowance has been exercised by His Excellency in Council with regard to "fiscal matters of provincial concern" in cases of inferior importance to this.

That by the withdrawal of the large capital sum derivable from the Jesuits' estates, estimated at fully two millions of dollars, from the permanent educational fund of the Province, a great wrong has been done to the whole people, French and English, Roman Catholics and Protestants alike, whose schools and colleges are suffering for want of more liberal support.

That your petitioners would entreat Your Majesty's gravest attention to the danger of the precedent set by this "compensation" for estates lawfully taken in possession by the Crown over a hundred years ago; that legislation in regard to ecclesiastical endowments in Canada has already served as a warrant and a model for similar legislation in the Imperial Parliament; that claims are still asserted, as they have been without ceasing, in favor of various orders in the Church of Rome, to church and college and other properties once in their possession, but long since taken by the Crown for other uses; and that the Jesuits' Estates Act of Quebec will assuredly be urged as an argument for like "compensation" in Great Britain itself.

That in all the claims asserted to the Jesuits' estates, from the suppression of the Order until now, such claims have been founded upon the doctrine of the Roman Canon law, that the Holy See is heir to the property of any extinct society in the Roman Catholic Church, which doctrine is utterly at variance with the laws of Great Britain, which, from the conquest of Canada, were proclaimed as defining the liberty of the Catholic religion, and that the admission of said doctrine and the consequent recognition of the Canon law as in force within Your Majesty's dominions, are public acts done in Your Majesty's name, which are fraught with vital and far-reaching perils to the very constitution of the Empire.

That your petitioners, while dwelling in general concord and amity with our fellow-subjects of the Roman Catholic faith, are nevertheless made to feel, from time to time, that the full liberty of self-government, enjoyed in the Province of Quebec, is used, under the influence of a church claiming universal control over human affairs, to the injury of the Protestant minority, but that there is the greatest danger of this, with the least hope of redress, when such a body as the Order of Jesuits is incorporated and endowed—a body whose individual members are bound by their most solemn vows to a "blind obedience" to a superior in Rome: which has been expelled from one Catholic country after another throughout all Europe: which for forty years was suppressed by the Popes themselves: which has been long under the ban of the British law: which is obnoxious to many of the Roman Catholic authorities here: and the increase of whose powers is full of peril to public liberty and the stability of your Majesty's Throne.

That your petitioners therefore lay the case here presented before Your Majesty, not only as a matter of private and local wrong, but as one involving the honor and welfare of the Empire, and humbly invoke Your Majesty's interposition therein in such a manner as may vindicate the good faith and authority of the Crown and the rights of Your Majesty's loyal subjects in Canada.

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

W. H. HOWLAND, *President.*

ALEX. CAMPBELL, *Secretary.*

3.

Lord Knutsford to Lord Stanley of Preston.

DOWNING STREET, 8th June, 1889.

MY LORD,—I have the honor to acknowledge the receipt of your despatch, No. 110, of the 21st of May, forwarding a Petition to Her Majesty from the Evangelical Alliance respecting the Quebec Jesuits' Estates Act.

I request that you will inform the petitioners that I duly laid their memorial at the foot of the Throne, and that the Queen was pleased to receive it very graciously, but that I was unable to advise Her Majesty to interfere in the matter, which is one within the discretion of the Government of the Dominion.

I have, &c.,
KNUTSFORD.

Governor General
The Right Honorable
Lord STANLEY of Preston, G. C. B., &c., &c., &c.

4.

(Extract from Telegram.)

Lord Stanley of Preston to Lord Knutsford.

22nd July, 1889.

Can you inform me at early date whether law officers regard Jesuits' Estates Act to be within competence of Provincial Legislature? If they are clearly of that opinion, might I allow fact to be known publicly? * *

5.

(Telegram.)

Lord Knutsford to Lord Stanley of Preston.

Referring to your telegram of 23rd July,* after full consideration of memorandum of Minister of Justice, law officers of the Crown report that, in their opinion, decision arrived at by you not to interfere with operation of Act was correct course and constitutional; no objection to giving publicity to law officers' opinion.

25th July, 1889.

6.

(Telegram.)

Lord Knutsford to Lord Stanley of Preston.

Referring to my telegram of 25th July, law officers of the Crown further advised that Act clearly powers of Provincial Legislature, and no grounds for reference to Judicial Committee of Privy Council. Despatch follows by mail.

2nd August, 1889.

7.

(Extract.)

Lord Knutsford to Lord Stanley of Preston.

DOWNING STREET, 6th August, 1889.

* * You will have learned from my telegrams of the 25th of July and the 2nd of August that I consulted the law officers upon this question,† and I enclose for your own information and guidance copies of the reports which I have received from them.

I have, &c.,
KNUTSFORD.

Gov. Gen. The Rt. Hon. Lord STANLEY of Preston.

* See No. 4.

† Jesuits' Estates Act.

(Enclosure "A" in No. 7.)

Law Officers to Colonial Office.

ROYAL COURTS OF JUSTICE, 9th July, 1889.

MY LORD,—We were honored with Your Lordship's commands signified in Mr. Edward Wingfield's letter of the 3rd instant, stating that he was directed by Your Lordship to transmit to us a memorandum by Sir John Thompson, the Minister of Justice in Canada, on the statute of Quebec (chapter 13 of 1888), entitled: "An Act respecting the settlement of the Jesuits' Estates," and that he was to inform us that the Government of the Dominion were desirous of knowing whether, in our opinion, the decision arrived at not to interfere with the operation of that Provincial Act was right and constitutional. * *

We have taken the matter into our consideration and, in obedience to Your Lordship's commands, have the honor to report that, in our opinion, the decision arrived at by the Governor General not to interfere with the operation of the Provincial Act in question was right and constitutional.

We have, etc.,

RICHARD E. WEBSTER,
EDWARD CLARKE.

The Right Honorable Lord KNUTSFORD.

(Enclosure "B" in No. 7.)

Law Officers of the Crown to Lord Knutsford.

ROYAL COURTS OF JUSTICE, 31st July, 1889.

MY LORD,—We were honored with Your Lordship's commands signified in Sir Robert Herbert's letter of the 29th instant, stating that the purport of our opinion, on the subject of the Act of the Province of Quebec "respecting the settlement of the Jesuits' Estates," as expressed in our report of the 9th July, was communicated to the Government of Canada, and that Your Lordship has now been informed that that Government would be glad to be favored with our further opinion on two points not specifically brought before us in the letter from the Colonial Office of the 3rd instant.

That Your Lordship accordingly desires to be informed whether, in our opinion, the legislation in question was clearly within the competence of the Provincial Legislature.

That Your Lordship had inferred from our opinion that the action of the Governor General in not interfering with the operation of the Act was right and constitutional, that we concurred in the opinion of the Minister of Justice of the Dominion that the Act was *intra vires* of the Provincial Legislature, but that as the question had been directly asked, Your Lordship would be obliged by our answer to it.

That Sir Robert Herbert was further to acquaint us that the "Evangelical Alliance of the Dominion of Canada" had petitioned the Queen against the Act in question, and that Your Lordship had declined to tender any advice to Her Majesty in regard to that petition.

That Your Lordship would be obliged by our informing you whether, in our opinion, the competence of the Provincial Legislature of Quebec to pass the Act was so clear that there was no ground for a reference to the Judicial Committee of the Privy Council. * * *

That Sir Robert Herbert was to return, for our convenience, the Memorandum by Sir J. Thompson previously forwarded to us, and to request that we would, at

It has not been usual to receive such a deputation as this, but in view of the our earliest convenience, report on the two questions submitted.

In obedience to Your Lordship's commands, we have the honor to report:

That we are of opinion that the Act was clearly within the powers of the Provincial Legislature, and that there is no ground for a reference to the Judicial Committee of the Privy Council.

We have, &c.,

RICHARD E. WEBSTER.
EDWARD CLARKE.

The Right Honorable Lord Knutsford, G.C.M.G., &c., &c., &c.

8.

Lord Stanley of Preston to Lord Knutsford.

CANADA, CITADEL, QUEBEC, 8th August, 1889.

MY LORD,—I have the honor to state that a short time ago, while absent from the seat of Government, I received an application, forwarded through the Secretary of State at Ottawa, asking when I would receive an influential deputation, the members of which were desirous of personally presenting to me petitions for the disallowance of the Jesuits' Estates Act.

At the express wish of the Minister, I received the deputation here on the 2nd instant, and I enclose for Your Lordship's information a report from the *Quebec Morning Chronicle*, which gives a fairly accurate account of what took place.

I do not think it necessary for me to trouble Your Lordship with any further observations upon this matter, which, although it continues to be hotly discussed in Ontario, and in a limited portion of the Province of Quebec, does not seem to excite much feeling in other parts of the Dominion.

I have thought it best to await the arrival of Your Lordship's despatch, referred to in a recent telegram, before allowing any public intimation of the opinion of the Imperial law officers to be made.

The Act by lapse of time passes into law to-day.

I have, &c.,

STANLEY OF PRESTON.

The Right Honorable Lord Knutsford.

“HIS EXCELLENCY'S SPEECH.

“His Excellency the Governor General then replied as follows:—

“It has not been usual to receive such a deputation as this, but, in view of the importance of the subject, I am willing to create a precedent. At the same time, it is one which I do not think should be too often followed. The difficulty experienced by a person in my situation in receiving deputations is that one may lay oneself open to the charge of arguing for or against the measures in which the deputations are interested. But, with the sanction of my advisers, I am disposed to let the deputation know what has been the aspect of the case, as it presented itself to me. There is no disrespect to those who have so ably stated their views, if I express neither concurrence with, nor dissent from them, lest I should drift into what might be construed as argument, however unintentionally.

“Previously to my arrival in the country, or about that date, the Legislature of Quebec had passed the Act in question. The history of the Jesuits' estates is so well known that I need not refer to it in detail. Large amounts of property had lain virtually idle, because when the Provincial Government had endeavored to sell, protests had been made by the claimants, and, in fact, no one would accept so doubtful a title.

“I cannot agree with the view expressed in the second paragraph of one of the petitions, that the Act in question recognizes a right on the part of the Pope to interfere in the civil affairs of Canada.

“There were two sets of claimants, at least, to the Jesuits’ estates. It was necessary to arrange to whom compensation should be paid, and to ensure a division which would be accepted by all. It is true that the Pope, as an authority recognized by both sets of claimants, was to be called upon to approve or disapprove the proposed division, so far as Roman Catholic claimants were concerned, but this appears to me to relate not to the action of the Legislature of the Province, but to the division of the funds after they had been paid over. It is arguable that as a matter of fact there is no reference to the Pope’s authority at all in the executive portion of the Act. It is undoubtedly the case that the preamble to the Act (an unusually long one, by the way) contains a recital of events which led to the introduction of the Bill, and that in the correspondence so set out authority had been claimed on behalf of the Holy See, to which, however, the First Minister did not assent. The introduction of the name of the Pope may be unusual, and very likely unpalatable to some, as Protestants, but as it appears in the course of a recital of facts which had previously occurred (and which, of course, legislation could not obliterate or annul), and there being moreover (as I have before stated) no such reference in the body of the Act, I did not consider that Her Majesty’s authority was in any degree weakened or assailed, nor that I was compelled, in the exercise of my duty as Her representative, to disallow the Act on that account.

“Now with regard to the third paragraph of your petition, as to the question of policy—that is not one on which I feel at liberty to pronounce an opinion. I believe, and am confirmed in my belief by the best authorities whom I can consult, that the Act was *intra vires*. There my power of interference is limited. For the Act does not appear to do more than to seek to restore to a certain society, not in kind but in money, a portion of the property of which that society was in years gone by deprived, without compensation; and it professes to give a compensation therefor in money of the Province which had become possessed of the property and was profiting by it.

“As to the recognition (spoken of in paragraph 4) of the rights of the Jesuit Society to make further demands, it seems to me that this Act leaves so called ‘rights’ exactly where they were.

“It is by no means uncommon for the Crown to recognize such a moral claim, and I can speak from my personal experience when Secretary of the Treasury (ten or twelve years ago), and when it constantly happened that in cases of intestacy, escheats and other forfeitures to the Crown, the moral claim of other persons was admitted, and remissions were made, not as a matter of legal right, for the right of the Crown was undisputed, but as a matter of grace. There are also many Parliamentary precedents to the same effect. Such cases, it seems to me, must in each instance be decided upon their own merits.

“As to paragraphs 5 and 6, you will pardon my saying that I am not concerned either to admit or deny your statement. But as a matter of fact, I do not find any evidence that in this Dominion, and in this 19th century, the Society of Jesus have been less law-abiding or less loyal citizens than others. With regard to paragraph 6, it appears to me that the legal status of the society was settled by the Act of 1887 (to which little or no objection was taken). I cannot see anything unconstitutional in that respect, in the payment of the money in question to a society duly incorporated by law.

“The Governor General, both by the written law, and by the spirit of the constitution, is to be guided by the advice of his responsible Ministers. If he disagrees with them on questions of high policy, as being contrary to the interests of Her Majesty’s Empire, or if he believes that they do not represent the feeling of Parliament, it is constitutionally his duty to summon other advisers, if he is satisfied that those so summoned can carry on the Queen’s Government and the affairs of the Dominion. As to the first, I cannot say that I disagree with the course which, under the circumstances, Ministers have recommended, believing it, from the best authorities to which I have access, to be constitutional. The Parliament of the Dominion by 188 to 13 has expressed the same view. And with reference to what has been

said to the effect that the vote of Parliament does not represent the opinion of the Dominion, I decline entirely to go behind recorded votes. Members of Parliament are elected, not as the delegates, but as the representatives of the people, and it is their duty to guide themselves according to that which they believe to be the best interests of the high function which they have to discharge. Again, I would ask, Do the dissentients represent the majority? I find that the 188 represent 916,717 voters, whereas the 13 members represent 77,297, and moreover the body of the constitutional Opposition appears to have voted for the approval of the allowance of the Bill. I have been asked, though not by you, to disallow the Act, though otherwise advised by Ministers, and though contrary to the sense of Parliament. Would it be constitutional for a moment that the Governor General should do so, if it were a question of commerce or of finance, or of reforming the constitution? It is by the constitution we have to be governed, and I cannot conceal for a moment the doubt which I feel that however careful the Governor General may be in receiving such a deputation as this, there may be some risk of his being held up as a court of appeal on questions of constitutional government, and against the Parliament with which it is his duty to work in concert. Then it has been said: Why not facilitate a reference to the Privy Council. I believe that my advisers have a perfectly good answer, that having no doubt of the correctness of their view they have good reason for not doing so. I have been asked to dissolve the House of Commons in one of the petitions to which I am replying. A dissolution of Parliament, in the first instance, except under the gravest circumstances, and perhaps with great reservation even then, should not be pronounced except upon the advice of responsible Ministers. It causes the disturbance of the various businesses of the country. The expense, both to the country and to all concerned, is such that it is a remedy which should be exercised only as a last resort; and I must say, though I do so with great deference to those present, that excepting in the Provinces of Ontario and Quebec there does not appear to have been any general feeling in this matter, such as would warrant the Governor General to use this remedy. I recognise the influence of the two Provinces, but I cannot leave the rest of the Dominion out of sight, and I may express the personal hope that this Parliament may exercise for some time to come a wise constitutional influence over the affairs of this country.

"I think my answer has been made substantially to the other petitions which have been presented to me. For the reasons which I have given, I am unable to hold out to you any hope that I shall disallow the Act. You cannot suppose that the course taken by my advisers and approved by me was taken without due consideration. Nothing has taken place to alter the views then entertained. Nor could the Government recommend the reversal of an allowance already intimated.

"Gentlemen, I cannot conceal from you the personal regret with which I feel myself addressing a deputation and returning such an answer as it has been my duty to do to the petitions which have been presented to me; but I have endeavored to make my statement colorless, I have endeavored to avoid argument, and I can only hope that I have done something to dissipate alarm. I will only close by making an earnest appeal—an appeal which by anticipation has already, I am certain, found weight with you, and that is, that in this question we should, as far as possible, act up to that which we find to be for the welfare of the Dominion. During late years we have hoped that the animosities which unfortunately prevailed in former years had disappeared, and that the Dominion, as a united country, was on the path of prosperity and peace. I earnestly call upon all the best friends of the Dominion, as far as possible, while holding their own opinions, to be tolerant of those of others, and like our great neighbor, to live and let live, that we may in time to come feel that we have the one object of promoting the prosperity and welfare of the Dominion, and the maintenance of loyalty and devotion to the Sovereign."

9.

To His Excellency The Right Honorable Sir Frederick Arthur Stanley, Baron Stanley of Preston, G. C. B., Governor General of Canada.

The petition of the undersigned electors entitled to vote for members of the House of Commons, humbly sheweth :

1. That an Act was lately passed by the Legislature of the Province of Quebec, entitled : " An Act respecting the settlement of the Jesuits' Estates."

2. That the said Act recognises a right on the part of the Pope to interfere in the administration of the civil affairs of Canada, which is derogatory to the supremacy of the Queen and menacing to the liberties of the people.

3. That it places \$400,000 of public funds at the disposal of the Pope for ecclesiastical and sectarian purposes, as is further evidenced by the Papal brief which apports these funds, an appropriation of public money contrary to the spirit of British and Canadian legislation, and subversive of the religious equality which ought to exist.

4. That it in effect recognises the right of the Jesuits to make further demands, by embodying in the preamble a declaration, nowhere questioned in the Act, of the treatment which the Jesuit Society expects in the future at the hands of the Government of Quebec, viz . " That the establishments of the Jesuit Fathers in this Province are always allowed in accordance with their deserts, and, if they ask for it, to participate in the grants which the Government of this Province allows to other institutions to encourage teaching, education, industries, arts and colonization."

5. That the Jesuit Society has been expelled from nearly all Roman Catholic countries, was suppressed by Pope Clement XIV, has been since the days of Queen Elizabeth an illegal association, the establishment of which (in the opinion of the Solicitor-General of England, given in 1772) " is not only incompatible with the constitution of an English Province, but with every possible form of civil government."

6. That the Act endows and recognises the legal status of this society, whose operations are confined to no single Province.

7. We respectfully submit that, for the reasons herein set forth, the Act, so far from dealing with matters of provincial concern merely, is one which affects the peace and well-being of the whole Dominion.

8. The undersigned approach Your Excellency by way of petition because they believe that the majority of the House of Commons in voting against the disallowance did not represent the real views and wishes of their constituents, and there is no other way in which the minds of the people can be represented to Your Excellency.

9. Never to your petitioners' knowledge has a case arisen in which there existed stronger reasons for invoking the power of disallowance.

Your petitioners therefore pray :

(1.) That the Act for the settlement of the Jesuits' Estates be disallowed.

(2.) Or that Your Excellency do exercise your prerogative right of dissolving the House, so as to enable the constituencies to pronounce on the question at the earliest possible moment.

And your petitioners will ever pray.

To His Excellency the Governor General in Council.

The appeal and petition of the undersigned loyal subjects of Her Majesty, residing in the Province of Quebec, made pursuant to section 93 of the British North America Act, humbly sheweth : That the appellants, your petitioners, are ratepayers and electors residing in said Province, and form part of the Protestant minority of the population of said Province.

That at the date of Confederation there were certain estates and property of the late Order of Jesuits, which, under the provisions of the Act 19-20 Vic., cap. 54, (chapter 15 of the Consolidated Statutes of Lower Canada), formed the " Lower Canada

Superior Education Investment Fund," of which fund the Protestant minority of the Province were entitled to a share and portion.

That the Act of the Legislature of the Province of Quebec, 51-52 Vic., cap. 13, intituled: "An Act respecting the settlement of the Jesuits' Estates," has abolished said "Lower Canada Superior Education Investment Fund," and provided that the said estates and property may be applied to purposes other than those to which said fund was appropriated by said Act, 19-20 Vic., cap. 54 (chapter 15 of the Consolidated Statutes of Lower Canada).

That the said Act of the Legislature of the Province of Quebec, 51-52 Vic., cap. 13, has thus injuriously affected the rights of the Protestant minority, by abolishing said fund.

That the Society of Jesus, or Order of Jesuits, had not, and have not, any right, title or claim whatsoever to receive from the said Province of Quebec the sum of four hundred thousand dollars appropriated by the said Act 51-52 Vic., cap. 13, and said Act appropriating that sum, and also the Laprairie Common, and granting \$60,000 to the Protestant Committee of the Council of Public Instruction, is prejudicial to the rights and interests of the Protestant minority of said Province.

That the submission of the said alleged settlement of the Jesuits' estates to the Pope of Rome, as set forth in the preamble of said Act 51-52 Vic., cap. 13, is unconstitutional, as being contrary to the provisions of an Act passed in the first year of the reign of Queen Elizabeth, and declared by the Imperial Act, 14 George III, cap. 83, to have force and effect in this Province, and said unconstitutional Act is prejudicial to the interests of the Protestant minority of this Province.

Wherefore, your petitioners hereby humbly appeal to your Excellency in Council against said Act of the Legislature of the Province of Quebec, 51-52 Vic., cap. 13, and pray that Your Excellency in Council will be pleased to disallow said Act and annul and set aside the same; and your petitioners, as in duty bound, will ever pray.

To His Excellency the Governor General in Council.

May it please Your Excellency :

The undersigned residents of....., being convinced that the Jesuits' Estates Act of the Provincial Legislature of Quebec, assented to by the Lieutenant Governor of this Province on 12th July, 1888, infringes on the rights of the minority in the Province of Quebec, as guaranteed by section 93, British North America Act, and is prejudicial to the interests of the commonwealth, dangerous to the peace of the Dominion of Canada, and derogatory to the Queen, Her Crown and dignity :

Respectfully pray that Your Excellency the Governor General in Council may be pleased to disallow said Act.

10.

Lord Stanley of Preston to Lord Knutsford.

THE CITADEL, QUEBEC, 9th August, 1889.

MY LORD,—I have the honor to transmit to Your Lordship a copy of a communication from the Secretary of the Quebec Branch of the Evangelical Alliance, forwarding two petitions (5th August) addressed to Her Majesty the Queen, praying for the disallowance of the Quebec Jesuits' Estates Act of 1888.

I also enclose for Your Lordship's information a copy of the letter (6th August) which I caused to be addressed to the Secretary in acknowledging the petitions.

I have, &c.,

STANLEY OF PRESTON.

Lord KNUTSFORD.

(Copy.)

Secretary Quebec Evangelical Alliance to Governor General.

QUEBEC, 5th August, 1889.

His Excellency the Right Honorable Sir FREDERICK ARTHUR STANLEY, Baron Stanley of Preston, P.C., G.C.B., Governor General of Canada :

May it please Your Excellency :

I am instructed by the Quebec Branch of the Evangelical Alliance to forward you the enclosed petitions to Her Most Gracious Majesty the Queen, praying for the disallowance of the Quebec Jesuits' Estates Act of 1888.

I have, &c.,

W. BROWN,
Secretary Evangelical Alliance.

Copy of Petitions to the Queen's Most Excellent Majesty.

MOST GRACIOUS MAJESTY :—

The petition of the undersigned inhabitants of Quebec, in the Province of Quebec, humbly sheweth :

That your petitioners, being loyal subjects of Your Majesty, jealous of all that may infringe upon Your Royal rights and prerogatives, as well as determined to maintain their own liberties, as established by law, do now approach Your Majesty as the highest authority in the Empire, in support of the pleadings and prayer of a petition in reference to the Quebec Jesuits' Estates Act of 1888, which has been laid at the foot of the Throne by the representatives of the Evangelical Alliance of the Dominion of Canada.

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

CITADEL, Quebec, 6th August, 1889.

SIR,—I am directed by His Excellency the Governor General to acknowledge your letter of the 5th inst., received this morning, requesting that petitions which you inclose, praying for the disallowance of the Quebec Jesuits' Estate Act of 1888 should be forwarded to Her Majesty the Queen.

His Excellency desires me to say that while he will comply with your request, and transmit the petitions by the next mail, the only object which will be gained thereby will be that the opinions of the signatories should become known, as the Imperial Government has already signified that the Act in question is a matter for the decision of the Dominion.

I have the honor to be, Sir,
Your obedient servant,
CHARLES COLVILLE,
Captain, Governor General's Secretary.

The Secretary of the Quebec Branch of the
Evangelical Alliance, Quebec.

11.

Lord Knutsford to Lord Stanley of Preston.

DOWNING STREET, 22nd August, 1889.

MY LORD,—I have the honor to acknowledge the receipt of your despatch of the 8th instant, with its enclosure, respecting the Jesuits' Estates Act.

I am glad to conclude that the statement which Your Lordship made to the deputation which you received on the 2nd instant, which statement is supported by the opinion of the law officers of the Crown, has been productive of good effect.

I have, &c.,

KNUTSFORD.

The Governor General, the Right Honorable
Lord STANLEY of Preston, G. C. B., &c., &c., &c.

12.

(Cablegram.)

Lord Stanley of Preston to Lord Knutsford.

(Extract.)

26th August, 1889.

Your telegram dated 25th July, concerning the Jesuits' Estates Act, stated that there was no objection to making public the opinion of the law officers. Your despatch of 6th August forwards that opinion for my guidance and information only. * * *

13.

(Telegram.)

Lord Knutsford to Lord Stanley of Preston.

27th August, 1889.

Referring to my telegram of the 26th August, agree to publication of both reports law officers of the Crown.

14.

Lord Knutsford to Lord Stanley of Preston.

DOWNING STREET, 27th August, 1889.

MY LORD,—I have received and laid before the Queen the two petitions which accompanied your despatch, No. 163, of the 9th instant, forwarded to Your Lordship, for transmission, by the Quebec Branch of the Evangelical Alliance, praying for the disallowance of the Quebec Jesuits' Estates Act of 1888.

Her Majesty was pleased to receive these petitions very graciously, but I was unable to tender any advice in respect to them, as the Act has already passed into law, and the question is one within the competence of the Dominion Government to decide.

I have, &c.,

KNUTSFORD.

Governor General, The Right Honorable
Lord STANLEY of Preston, G.C.B., &c., &c., &c.

15.

MEMORANDUM ON THE STATUTE OF QUEBEC

(Cap. 13, of 1888),

Entitled: An Act respecting the Settlement of the Jesuits' Estates; prepared by the Minister of Justice.

The contention has been put forward that the statute above mentioned is *ultra vires* of a Provincial Legislature, and should have been disallowed by His Excellency the Governor General.

The year within which disallowance might have been exercised (see sections 56 and 90 of the British North America Act) would not have expired until the 8th of August, 1889; but on the 19th of January, 1889, the Lieutenant Governor of Quebec was notified that this, and a large number of other Acts of Quebec, of the same Session, would be left to their operation.

The contention referred to was put before the House of Commons of Canada in the Session of 1889, in a resolution expressing the opinion that the Act should be disallowed. This resolution was negatived by a vote of 188 to 13.

The Government has also been asked to take steps whereby the question, as to the validity of the Act, may be raised before the Judicial Committee of the Privy Council.

His Excellency has not been advised to adopt such a course, because his Government regard the Act as clearly within the powers of the Legislature which passed it.

These powers are defined by the 92nd section of the British North America Act (1867), in which the following subjects are enumerated, among others, as being within the legislative competence of each of the Provinces:—

“1. The amendment from time to time, notwithstanding anything in this Act, of the Constitution of the Province, except as regards the office of Lieutenant Governor.

“2. Direct taxation within the Province, in order to the raising of a revenue for provincial purposes.

“3. The borrowing of money on the sole credit of the Province.

“5. The management and sale of public lands belonging to the Province, and of the timber and wood thereon.

“11. The incorporation of companies with provincial objects.

“13. Property and civil rights in the Province.

“16. Generally, all matters of a merely local or private nature in the Province.”

The 93rd section of the B. N. A. Act also gives exclusive powers to the Legislatures of the Provinces to make laws in relation to education.

The grounds on which the Statute in question is claimed, by persons who have asked for its disallowance, or who have urged that its validity should be passed on by the Judicial Committee of the Privy Council, to be *ultra vires* of the Quebec Legislature, are the following:—

1st. Because it endows from the public funds of the Province a religious organization. This is said to be inconsistent with the separation of Church and State, and to result in inequality as between religious denominations.

2nd. Because it is said to recognize a right in the Pope to claim that his consent was necessary to empower the Provincial Legislature to dispose of a part of the public domain. This is said to be even subversive of Her Majesty's supremacy.

3rd. The Act diverts, it is said, the “estates” to which it refers from the educational purposes to which by law they had been devoted.

4th. The assent of Ontario is said to have been necessary to the disposition made by this statute of the “estates” in question.

A brief narrative of the facts relating to the Jesuits' Estates in Quebec may serve to elucidate the subject.

While the country was under the dominion of France the members of the Society of Jesus were the most active missionaries among the savages, and were the principal teachers and ministers of religion, both among the settlers and aborigines.

The sacrifices which they underwent, in every part of the country, in their contact with the Indians, involving not only extreme privations and great hardships, but in many cases mutilation and loss of life, excited the devotion and ardor of many persons of their faith in France. As a result of this the society in Canada was endowed with donations of property, goods and money from persons in France, from property holders in New France, and from the King of France. The purchases by the Jesuits themselves formed the only other class of titles to these estates. In some cases the properties were expressly charged with trusts in favor of religion and education, and in other cases no trusts were expressed.

The Jesuit community in Canada had been erected into a corporation by the King of France, and the Jesuits were in full enjoyment of their estates at the time of the conquest of Canada in 1759.

In reference to the values of these estates, Father Turgeon, S.J., in a letter to the Premier of Quebec, dated 20th May, 1888, contained in the preamble to the statute under review, says: "According to the official report which you were kind enough to communicate to me, I find that the Jesuits' estates are valued at the sum of \$1,200,000. This is only approximate, and I think it is greatly less than the real value. Competent men whom I have consulted, at Quebec, Montreal and Three Rivers, do not hesitate to say that the Jesuits' estates are worth at least \$2,000,000."

The following articles from the Capitulations may be supposed to have some bearing on the matter:—

CAPITULATION OF QUEBEC, 18TH SEPTEMBER, 1759.

"ART. II. That the inhabitants shall be preserved in the possession of their houses, goods, effects and privileges." *Answer*—"Granted, upon their laying down their arms."

"ART. VI. That the exercise of the Catholic Apostolic and Roman religion shall be maintained; and that safeguards shall be granted to the houses of the clergy, and to the monasteries, particularly to His Lordship the Bishop of Quebec, who, animated with zeal for religion and charity for the people of his diocese, desires to reside in it constantly, to exercise freely and with that decency which his character and the sacred offices of the Roman religion require, his episcopal authority in the town of Quebec, whenever he shall think proper, until the possession of Canada shall be decided by a treaty between their Most Christian and Britannic Majesties." *Answer*—"The free exercise of the Roman religion is granted, likewise safeguards to all religious persons, as well as to the Bishop, who shall be at liberty to come and exercise, freely and with decency, the functions of his office, whenever he shall think proper, until the possession of Canada shall have been decided between their Britannic and Most Christian Majesties."

CAPITULATION OF MONTREAL AND OF THE WHOLE PROVINCE, 8TH SEPTEMBER, 1766.

"ART. XXVII. The free exercise of the Catholic Apostolic and Roman religion shall subsist entire, &c., &c." *Answer*—"Granted as to the free exercise of their religion. The obligation of paying tithes to the priests will depend on the King's pleasure."

"ART. XXXII. The communities of nuns shall be preserved in their constitution and privileges. They shall be exempted from lodging any military, and it shall be forbid to trouble them in their religious exercises, or to enter their monasteries; safe-guards shall even be given them if they desire them." *Answer*—"Granted."

"ART. XXXIII. The preceding article shall likewise be executed with regard to the communities of Jesuits and Recollets, and to the house of the priests of St. Sulpice at Montreal. This last, and the Jesuits, shall preserve their right to nominate to certain curacies and missions, as heretofore." *Answer*—"Refused till the King's pleasure be known."

"ART. XXXIV. All the communities and all the priests shall preserve their movables, the property and revenues of the seignories and other estates which they possess in the colony, of what nature soever they be, and the same estates shall be preserved in their privileges, rights, honors and exemptions." *Answer*—"Granted."

"ART. XXXV. If the canons, priests, missionaries, the priests of the Seminary of the Foreign Missions, and of St. Sulpice, as well as the Jesuits and Recollets, choose to go to France passage shall be granted them in His Britannic Majesty's ships, and they shall have leave to sell, in whole or in part, the estates and movables which they possess in the colonies, either to the French or to the English, without the least hindrance or obstacle from the British Government. They may take with them, or send to France, the produce of what nature soever it be, of the said goods,

sold, paying the freight as mentioned in the XXVth Article; and such of the said priests who choose to go this year shall be victualled during the passage at the expense of His Britannic Majesty; and they shall take with them their baggage." *Answer*—"They shall be masters to dispose of their estates, and to send the produce thereof, as well as their persons, and all that belongs to them to France."

It is contended that Article XXXIV, of the Capitulation of Montreal, applied to the Jesuits (who were then a community, see Article XXXIII), and that the refusal given to Article XXXIII is therefore to be considered as confined in effect to the latter part of the request, which asked rights of nomination to curacies and missions and, perhaps, to those parts of the article which asked for exemptions and other privileges.

Significance has been attached to the fact that Article XXXIV, and not Article XXXIII, deals with the *property* of the communities and priests.

In 1763 the Treaty of Paris ceded Canada to Great Britain, and His Britannic Majesty made the following stipulation as to the exercise of religion:—

"His Britannic Majesty on his side agrees to grant the liberty of the Catholic religion to the inhabitants of Canada. He will, consequently, give the most precise and most effectual orders that his new Roman Catholic subjects may profess the worship of their religion, according to the rites of the Romish Church, as far as the laws of Great Britain permit. His Britannic Majesty further agrees that the French inhabitants or others who had been subjects to the Most Christian King in Canada, may retire with all safety and freedom wherever they shall think proper, and may sell their estates, provided it be to the subjects of His Britannic Majesty."

The restriction, "as far as the laws of Great Britain permit," has been universally conceded to mean as far as such laws would permit in the colonies.

In 1773, the suppression of the Order of the Society of Jesus, by Pope Clement XIV occurred. It has been claimed by some authorities in the Province of Quebec, that if the Brief of suppression was published in Canada (which it required to be in order to give it any effect there in ecclesiastical law), and of this publication there is no doubt, its effect, if any, would be to vest the property of the Jesuits in the Ordinary of each of the Dioceses in which it was situated. Probably, however, the Brief had no effect, in law, in Canada.

In 1774 the Imperial Statute, 14 George III, chap. 83, known as the "Quebec Act," was passed. It gave security, on certain conditions, to the liberty of religion in the colony. Subsequently, by Royal Instructions, the Society of Jesus was declared to be suppressed and dissolved, and its property was declared to be vested in the Crown, for such purposes as might thereafter be appointed. The then members of the Society were allowed to continue in the enjoyment of these estates until the decease of the last survivor, which occurred in 1800. Soon after that the properties were taken possession of under a Brief which declared that, by right of conquest, they had become vested in the Crown. Subsequently they were transferred by the Crown to the Province for educational purposes, and statutes were passed declaring that the proceeds should be applied to such purposes exclusively. The Provincial Government had ample power to make sale of these estates, as of all other public lands, and the revenue derivable from the estates, and the proceeds of such sales of them as have been made from time to time, have been applied to education and to various other purposes than those of education; but it may be stated generally that the Legislature has, every year, appropriated for education a far larger sum than the annual proceeds of the estates.

There has existed in the minds of a large portion of the Roman Catholic people of the Province of Quebec for many years past the belief that the application of properties, which had been given for purposes of religion and of religious education to purposes of the State, was a matter which called for some redress and compensation.

The Society of Jesus was re-established in the Province many years ago. It received its incorporation in the city of Quebec in 1871, and in the whole Province in 1887, by Chapter 28 of the Statutes of that year. Besides, in 1852, by Chapter

57, its college in Montreal had been incorporated, and in 1868, its educational establishment at Sault au Recollet had been incorporated by Chapter 68 of that year.

When the question of compensation came to be agitated in the Province the Jesuits claimed that any compensation which should be given, or any allowance which might be made, should be given to them, while the Roman Catholic Bishops of the Province maintained that any such compensation or allowance should be made to the colleges and other educational establishments which they and their flocks had established, because, on the dissolution of the Society of Jesus by Pope Clement XIV the properties of the Jesuits were directed to be administered by them for the purpose of carrying on the work in which the Jesuits had been engaged, and because they had, as a matter of fact, taken up and carried on the work of religion and education which the Jesuits were no longer able to continue. At various times when the Provincial Government endeavored to make sale of portions of these estates this claim was put forward, in the shape of protests and remonstrances against the property being disposed of, and the Provincial Government was, in some instances, thereby deterred from the projected sale. Under these circumstances, the Act of 1888, which is now being objected to, was passed, as the result of the negotiations which the First Minister of the Province had entered into and concluded with the authorities of the Roman Catholic Church, and with the representative of the Jesuits, and for the purpose of giving effect to the agreement which these negotiations had reached.

First.—As to the first objection—that the Quebec Statute under review endows from the public funds of the Province a religious organization, and creates inequality between religious denominations, the opposite contention is that the Act is not *ultra vires* even if that were a correct statement of its effect. There is no provision in the British North America Act compelling the separation of Church and State, and it hardly seems open to doubt that under more than one of the enumerated powers of a Provincial Legislature it would be within the competence of such a Legislature to make enactments inconsistent with the separation of Church and State. A glance at the enumeration will probably be sufficient to make that view clear. There is no restriction against the endowment of religion, or against the unequal endowment of religious bodies, in the constitution of any of the Provinces, and, if there were, it must be observed that each Province has power to amend its constitution within the limits of the British North America Act, which has no such restriction. Again, it is evident that the endowment of a religious denomination does not necessarily establish inequality between religious denominations. The endowment may be necessary to redress an existing inequality, or, if it causes inequality, that inequality may be redressed; it is subject to review from time to time and, even though it might be said to be impolitic and unjust to other denominations than that endowed, and even though the endowment for the time being might be said to result in an inequality, it would be impossible to test the validity of the Act by ascertaining whether it has caused an equal, or unequal, distribution of the public funds to be made as between religious bodies. This would be to a large extent a matter of opinion. It would depend partly on population, partly on extent of other endowments, partly on the question of necessity, partly on the expenditure which the denomination endowed might be called on to make in carrying on its work, partly on the extent of territory covered by the operations of the endowed denomination, and on various other conditions which it would be impossible to measure in considering the validity of the Act. It seems obvious that this would be no standard of validity and that the discretion and sense of justice of the Legislature, elected by the people of the Province, must be trusted to guard against an unfair use of the legislative powers in this regard.

The power to change the constitution of the Province, the power to raise a revenue and to borrow (implying, as it necessarily does, the power to expend the money so raised), the power to deal with civil rights, and to control all matters of a merely local nature within the Province, seem to include the power to endow a

church or religious body, leaving out of consideration the propriety of such a measure, with which the present memorandum does not profess to deal;—and with regard to this particular measure, the power to dispose of the public lands (of which the Jesuits' Estates were a part), seems necessarily to include the power to appropriate the proceeds as the Legislature might see fit.

But it seems impossible to regard this Act as affecting, in the slightest degree, the separation of Church and State, or as the endowment of a religious denomination. It professes to restore to a certain society a portion of the property, not in kind, but in money, of which that Society was, in years gone by, deprived, without compensation, and it professes to give a compensation therefor in the money of that Province which had become possessed of the forfeited property, and was profiting by it. It seems not to enter into a consideration of the validity of the Act, that that Society was formed of persons of the same religious belief, or that the object of the Society was to spread the tenets of its members. To admit such a proposition would be to establish the very principle which those who raise this objection contend against, because it would affirm the idea that one religious belief—the belief of the members of the Society in question—is under the ban of the law, and that it could not, on account of that belief, receive compensation for a claim which the Legislature of a Province, by a unanimous vote, declared to be worthy of compensation. This would certainly result in inequality as between religious denominations, unless the principle were adopted that no society could be paid public money if its members possessed any definite belief on religious subjects. That principle would perhaps establish equality as between religious denominations, by declaring that none of them could recover for any claim, but it would do far worse. It would establish inequality as between societies whose members professed religious belief and those whose members had no religion—to the great advantage of the latter. Even if the grant of money—really made as the discharge of an obligation—had been made for the purposes of endowment, it would have had no relation to the question of Church and State. It might have been as well urged that the endowment of Maynooth College was the endowment of the Roman Catholic Church in Ireland.

Second—It has been objected that the Act recognizes a right in the Pope to claim that his consent was necessary to empower the Provincial Legislature to dispose of part of the public domain. This has been said to be derogatory to Her Majesty's Supremacy.

This objection involves a mis-statement of what has taken place and as to the effect of the references in the preamble to the authorities at Rome. As has been stated in the narrative of facts which the present review contains, there were two sets of claimants to the Jesuits' estates, or rather, two sets of claimants for what the Legislature was pleased to recognize as a moral right to compensation in regard to those estates: the Jesuits on the one hand, and the Hierarchy of the Roman Catholic Church in the Province of Quebec on the other. While the legal title to the property, without any doubt or question, was vested in the Province, and while the Provincial Government had a clear and undoubted right to make sale of the estates, this claim for compensation had been put forward from time to time in the shape of protest, remonstrance and petition by both the claimants. When the Legislature of the Province arrived at the conclusion that compensation should be paid, in settlement or extinguishment of that claim, it was an ordinary business precaution that all the persons who participated in the claim, or who had set it up, should withdraw their claim and accept the settlement, before the compensation should be paid over, or when it should be paid over, and it was plainly necessary, even before negotiations for such a settlement could be carried on, that some one with authority, competent to represent both sets of claimants, should be treated with; otherwise two sets of negotiations would be necessary and a conclusion would be almost impossible.

The authority who, naturally by his position, and by the choice and consent of the two sets of claimants, could negotiate for them, and mediate between them, was the Pope, as being the Head of the Church to which both sets of claimants belonged.

He had authority, by consent of both, to conduct the negotiations for both, and to cause both to be satisfied with any settlement which might be arrived at.

In 1884, in pursuance of this theory, the Archbishop of Quebec obtained permission to represent the Holy See in treating with the Government of the Province on this subject.

On the 2nd January, 1885, as appears by one of the preambles of the Act, the Archbishop wrote a letter to the Premier of the Province, informing him of his authority, and on the 25th April of the same year the Premier informed His Grace that, if the Provincial Government consented to reopen and reconsider this question, he would consult His Grace and the Jesuit Fathers, so that he might, if expedient, "be able to submit to the Legislature a measure which" would "settle this question in a definite and satisfactory manner." The Government of Quebec did not seem satisfied that the authority which the Archbishop possessed included the authority to conduct the claims set up by the Jesuits themselves, because the reply of the Premier intimated that it would be necessary to consult and treat with the Jesuits as well as with His Grace.

On the 7th May, 1887, Cardinal Simeoni, Prefect of the Sacred College of the Propaganda, informed the Archbishop of Quebec (then Cardinal Taschereau), that the authority conferred on him had been withdrawn. This was done by intimating to the latter that the "Holy Father reserved to himself the right of settling the question of the Jesuits' Estates in Canada." The most critical view which can be taken of the language quoted can hardly construe it as evidence of an intention, on the part of the authorities at Rome, to interfere with the rights or property of the Province. The rights of the Province in these lands, as before stated, were so plainly established by Statutes of the Province, as well as by the concessions of the Imperial Government, that the legal title was not in question, and could not be.

"The right" which Cardinal Simeoni declared that the Holy Father "reserved to himself" was not the right to control, in any way whatever, the property, but to conduct and conclude the demands of the claimants who had put forward requests for compensation from the Province, and the right to decide, even as against them, that their objections to the sale of the property by the Province ought to be withdrawn, for compensation or without compensation, and at whatever rate of compensation he should decide on.

It was only in respect to these points that the Holy See had conferred authority on the Archbishop of Quebec, in 1884, and it could only be that authority which was withdrawn and reserved, by the despatch in which the Pope reserved to himself the right to settle this question.

The letter of the First Minister of Quebec, dated the 17th February, 1888, to Cardinal Simeoni, set forth in the preamble of the Act, recites this despatch of the 7th May, 1887, withdrawing the authority of the Archbishop of Quebec. It states that, in 1876, a part of the estates in the city of Quebec had been divided into building lots with a view to their sale, but that the sale had not taken place, "owing to certain representations from exalted personages at the time." It states, also, that the matter had been allowed to lie, and that the property had become so neglected as to be "a grazing ground and a receptacle for filth," so much so, that the matter had "become a public scandal."

The First Minister proceeded then to ask Cardinal Simeoni if he saw "any objection to the Government's selling the property, pending a final settlement of the question of the Jesuits' Estates." This part of his letter has excited much criticism, as inviting the interference of a foreign power. There can be no doubt that the First Minister had in view the petitions, protests and remonstrances which had been put forward against the sale of the property, and was soliciting Cardinal Simeoni to interfere to prevent the obstructions which had frustrated the sale, and was asking him to agree, on behalf of the Pope, that these objections might not be repeated, but that a sale might be made, whatever the final result might be of the claims which had been put forward, for compensation. In the next paragraph of his letter, the First Minister states that the Government was willing to "look on the proceeds of the

sale as a special deposit to be disposed of" thereafter "in accordance with the agreements to be entered into between the parties interested, with the sanction of the Holy See."

If we are to read this proposal in the light of the history of these estates, and of the claims made upon the Quebec Government in regard to them, it would seem that this passage admits of no other construction, than that it was a proposal on the part of the First Minister that all the protests against the sale should be withdrawn and that, in order to assure the protesting parties that the Province would not, in making a sale, extinguish their claims, whatever they were, he was willing that the proceeds should be set aside to await a final settlement of the matter. In the concluding portion of the letter the First Minister intimates that "it will perhaps be necessary to consult the Legislature of the Province." This expression can only have reference to the possible settlement of the claims. It would have been quite unnecessary to consult the Legislature as to the sale of the property, because the Government already possessed ample authority for that purpose.

The reply of Cardinal Simeoni, dated 1st March, 1888, was that the Pope had so far acceded to the proposals made as to consent to the sale, on condition that the proceeds should be deposited at his disposal. The language used clearly means nothing more than a consent to the withdrawal of the objections to the sale of the land which was the subject of the negotiations, although it uses the words: "to grant permission to sell the property." The Quebec Government declined to deposit the proceeds for the disposal of His Holiness, and, on the 24th March, 1888, Cardinal Simeoni announced the final answer of the Pope, which was that the Government should "retain the proceeds of the sale as a special deposit" which had been Mr. Mercier's original proposition.

Immediately afterwards the Rev. A. B. Turgeon, S. J., received authority from the Sacred College at Rome to treat with the Government in this matter. This authority seems to have superseded that which had been previously conferred upon the Archbishop of Quebec. The authority was conveyed by Cardinal Simeoni to Father Turgeon in a letter dated 27th March, 1888, in which the Cardinal intimated that the authority to treat with the Provincial Government would be given to the Jesuit Fathers, but they were to treat in such a manner "as to leave full liberty to the Holy See to dispose of the property as it" should deem advisable, and they were directed that "the official deed of the concession of such property" should contain "no clause or condition which could in any manner affect the liberty of the Holy See." These provisions, as to the disposal of the property finally by the Holy See were doubtless in view of the contingency, then deemed possible, that the estates themselves, or a portion of them, would be restored to the Jesuits. The Cardinal made the further stipulation that if a sum of money should be paid by the Government, the Jesuit Fathers should deposit it in a place to be determined by the Sacred College.

In a letter dated 1st of May, 1888, the First Minister of Quebec put forward the bases on which he proposed that a settlement of the claims should be made. He required that the documents, conferring authority on the Jesuit Fathers to negotiate, should be duly authenticated and deposited, that it should be understood that the Government did not recognize "any civil obligation, but merely a moral obligation," and that there could be no restitution of the property itself, but only compensation in money. He stipulated further, that "the amount fixed as compensation" should "be expended exclusively in the Province," and, in order, evidently, to preclude all claims which could possibly be set up, either by the two sets of claimants who had previously been agitating the matter, or by any other authority, he stipulated that the Province should receive "a full, complete and perpetual concession of all the property which may have belonged, in Canada, under whatever title, to the Fathers of the old Society," and that there should be a renunciation as "to all rights whatsoever upon such property, and the revenues therefrom, in favor of the Province" in the "name of the old Order of Jesuits, as well as of the present corporation," and "in the name of the Pope, and of the Sacred College of the Propaganda, and of the

Roman Catholic Church in general." It was necessary that any agreement made should receive the ratification of the Legislature of the Province, and, as he was asking the priest with whom he was negotiating to go much beyond the express letter of his authority, in binding the Pope, the Sacred College and "the Roman Catholic Church in general," as to all of whom Father Turgeon's authority was silent, he stipulated, in language which has been misunderstood, and has, therefore, excited much unfavorable comment, that any agreement made should "be binding only in so far as it" should "be ratified by the Pope and the Legislature of the Province." The Quebec Government had arrived at the conclusion that, in order to settle all possible claims, as they were dealing with an agent whose authority was limited, they should have the ratification of the principal, and it would seem that this precaution, which appears neither unreasonable nor unnecessary, was taken, not in favor of a foreign potentate, as some have supposed, and not in recognition of any civil rights in the Pope as to the property, but to guard against any possible renewal of the claims, under any other form, or under any names different from those under which they had been previously advanced. It was, for the same reason, proposed that the amount of compensation should remain in the hands of the Provincial Government as a special deposit, until the ratification of Father Turgeon's principal, the Pope, had been obtained, and until the Pope had made known His decision regarding the distribution, between the claimants, of the compensation money which might be agreed on. Mr. Mercier agreed that the Jesuit Corporation should receive interest at four per cent. from the date of the signification to the Provincial Secretary of the confirmation of the arrangement by the Pope, down to the time of paying the capital. He stipulated further that the statute ratifying such agreement should contain a clause "enacting that when such settlement" should be "arrived at, the Protestant minority" in the Province should "receive a grant in proportion to its population in favor of its educational work."

On the 8th May, 1888, Father Turgeon replied to the First Minister's letter accepting the bases of settlement.

Some further correspondence ensued, in which Father Turgeon suggested the amount of compensation which the Provincial Government should allow, and, on the 4th June, 1888, the First Minister, replying to this, declared that he could not exceed \$400,000, and a grant of the Common of Laprairie, which was a part of the estates in question.

On the 8th of the same month Father Turgeon accepted these offers.

The First Minister of Quebec, in defending the Bill in the Legislature, made the following explanation of the recognition of the Pope, which the correspondence seemed to contain:—

"Any serious objection to it, however slight, may disappear, for it is we, the Ministers who insisted on it, in order not to give effect to the transaction unless it was sanctioned by the religious authority in the person of the Pope. And it is easy to understand why. In all important treaties made by mandatories, ratification must be made by the mandator. Thus, for example, take what concerns me personally, what concerns Ministers, what is it usual to state in resolutions, in letters? That the transaction shall not avail unless sanctioned by the Legislature. Well, the Rev. Father Turgeon, who was charged by the Holy See to settle this question with us, is only an agent, a mandatory, an attorney. And so that there may be no misunderstanding, so that the transaction may be final, so that the settlement may no longer be open to discussion by the religious authorities, we insist that the Pope shall ratify the arrangement. There is no question of having the law sanctioned by the Pope. Let us not play upon words. The law will be sanctioned by the Lieutenant Governor, and it will take effect in the terms of the agreement. That is to say, Sir, that if the Pope does not ratify the arrangement there will be neither interest nor principal paid, but we shall then say to the religious authorities: 'You appointed an agent to settle this question, we came to an understanding, and if you do not ratify the act of your mandatory, it is your own fault, for we, the inhabitants of the Province of Quebec, through the constituted authorities, have done our part—have kept our promise—I am pleased

to believe that the importance of the precaution taken by us will be understood. But once more, if there is any serious objection to that part it is very easy to come to an understanding. But in that case we must substitute something equivalent. What shall we put? We must, after all, put something to express that the transaction shall not avail till the Pope ratifies it. Well, Sir, we said 'the Pope' intentionally. We did not say the Congregation of the Propaganda. We did not say the Secretary of State. We said the Pope. We desired the ratification to be given by the head of the Church in order that all those interested may be bound."

The correspondence and negotiations above commented on are the cause of the objection; that the statute recognizes "a right in the Pope to claim that his consent was necessary to enable the Legislature to dispose of a part of the public domain." Having stated what is believed to be the true interpretation of the correspondence, and its phrases, in view of the surrounding circumstances, and having stated what is believed to be their legal and actual effect and meaning, the question remains to be considered how this correspondence, and its phrases and expressions, which have excited hostile criticism outside of the Province of Quebec, can be considered as affecting the validity of the statute under review. It may be properly said that the expressions which are said to recognize a right in the Pope in regard to the public domain do not form any necessary part of the statute and do not in any way affect its validity or justify its disallowance. Turning to the enacting parts of the statute we find that this preliminary correspondence is only referred to in the first section, which reads thus:—

"1. The aforesaid arrangements entered into between the Premier and the Very Rev. Father Turgeon are hereby ratified, and the Lieutenant-Governor in Council is authorized to carry them out according to their form and tenor."

It will be seen, therefore, that the only portions of the many matters which are set out in the preamble to this statute, which are ratified, and which, therefore, form any material part of the statute, are the arrangements entered into between the Premier and the Very Rev. Father Turgeon. These arrangements are contained in the letter of the First Minister of Quebec, dated 1st May, 1888, the letter of Father Turgeon dated the 8th of the same month, the letter of the First Minister dated 4th June, 1888, the letter of Father Turgeon dated 8th of the same month, and the letter of the First Minister dated the same day, and the legal documents which followed in order to give effect to the settlement. All other matters which are referred to in the preamble to this statute are extraneous and irrelevant.

They are in no way confirmed by the Act in question, and all that can be said of the Act in relation to them is that it recites that such correspondence took place. Among the documents which may be enumerated, as containing nothing affecting the validity of or affected by the Act, are the documents which contain the expressions which have excited the greatest criticism and opposition—as, for instance, the letter of the First Minister to Cardinal Simeoni, dated 17th February, 1888, in which the Minister mentioned that Cardinal Simeoni in a despatch to Cardinal Taschereau had informed the latter "that the Holy Father reserved to himself the right of settling the question of the Jesuits' Estates." The same document is that in which the First Minister asked Cardinal Simeoni whether he saw "any serious objection to the Government selling the property pending a final settlement of the question of the Jesuits' Estates." It was in that document that the First Minister intimated that "the Government would look on the proceeds of the sale as a special deposit, to be disposed of in accordance with the agreements to be entered into between the parties interested, with the sanction of the Holy See." Another such instance is, likewise, Cardinal Simeoni's despatch to the First Minister of Quebec, stating that the Holy Father "was pleased to grant permission to sell the property which belonged to the Jesuit Fathers before they were suppressed," provided "that the sum to be received should be deposited and left at the free disposal of the Holy See." Another such instance is the message of Cardinal Simeoni, dated 24th March, 1888, in which the Cardinal used the expression, "the Pope allows the Government to retain the proceeds of the sale of the Jesuits' Estates as a special deposit," &c.

It may, therefore, with propriety, be stated that even if these expressions, to which grave exception has been taken, bear the meaning which is attributed to them, as being a recognition by Mr. Mercier of the right of the Pope to claim that the consent of His Holiness was necessary "to empower the Provincial Legislature to dispose of a part of the public domain," it would have been impossible to have disallowed the statute on the ground that such correspondence had taken place and that such expressions had been used, when the Act merely recited the facts which had occurred, and contained no express ratification of what is so objected to.

To have disallowed it on any such ground would have been to have disallowed a statute, within the powers of a Province, on the ground that the Act was *ultra vires* by reason of its having merely recited the existence of certain facts which did undoubtedly occur.

In amplification of the objection which is here being answered, it is stated that the recognition of a right in the Pope to claim that his consent was necessary involved a recognition of the Pope's supremacy, and involved a denial of the supremacy of Her Majesty, and also involved an admission that the Legislature of one of Her Majesty's Provinces could only proceed by having its legislation sanctioned by the Pope; but, at the risk of repeating the argument which has already been advanced, as to the fair construction of the correspondence set out in the preamble, it may be replied that no such consequences are involved.

The First Minister of Quebec was dealing with objections and protestations which had hindered the sale of portions of the public domain. He was negotiating for the consent and approval of one who, by the choice of all the rival claimants, had power to arbitrate and decide between them, and to induce them to withdraw their claims or to moderate them; the Minister was negotiating with a view to the extinguishment, not of rights, but of claims, for restoration or compensation, and this extinguishment his Government and Legislature thought it desirable should be made, in order that an advantageous sale of these estates might take place. There is certainly no subversion of Her Majesty's supremacy, as head of her church. There is, surely, no subversion whatever of Her Majesty's rights and supremacy as sovereign over the Province. It is not a contravention of that supremacy that compensation should be given to extinguish, what the Legislature regarded as a moral claim, in relation to estates which had become forfeited to Her Majesty's predecessors and with which Her Majesty's predecessors had endowed the Province.

The assertion might as well be made that it is a disloyal proceeding, and one subversive of the sovereign's supremacy, to entertain a doubt as to the validity of the title of a part of the public domain which a colony acquires from the Imperial Government. The Quebec negotiations, however, do not go so far as that. They distinctly state that the *title* is not in question, and that none but moral obligations were being considered.

It seems needless to say that Governments of British countries, and indeed Her Majesty's own Government, do not treat moral obligations, in relation to the public domain, or in relation to escheated property, as in any way conflicting with Her Majesty's sovereign rights and supremacy. In so far as it is supposed to be objectionable that the Pope should have been considered entitled to make any distribution of the compensation awarded, it would seem to be impossible to regard that feature as in any way derogatory to Her Majesty's authority, dignity or supremacy. It was a matter of absolute indifference to the Government and Legislature of the Province, and surely entirely irrelevant to any consideration of Her Majesty's rights and supremacy what should be done with the amount of compensation to be paid over. The one thing which it was necessary for the Government, in the interest of the Province, to guard, was, that when it should be paid over the claims which it was intended to extinguish should exist no longer, and those who were acting in the interest of the Province doubtless thought that this could be best accomplished by dealing with one who, by the consent of the parties interested, had their authority for the extinguishment of the claims and for settling any question as to the division of the compensation.

It will be observed that the objection being here discussed applies rather to the policy of the statute than to its validity. Indeed it is difficult to understand the objection now under consideration as being an objection in any way affecting the validity of the Act.

When the very extensive powers which the British North America Act confers (some of which have already been enumerated) are considered, it will be seen that whatever objections some may have to the Act, even on the second ground on which its invalidity is claimed, that ground would hardly be available for an attack on the Act as being *ultra vires*.

It may not be unimportant, in considering how extensive the rights and powers of Provincial Legislatures are, to refer to some of the authorities which have pronounced on the powers conferred on the colonies by the British North America Act and other similar enactments. For example, in the case of *Harris vs. Davies* (10 App. Cases 279) it was held by the Judicial Committee of the Privy Council, under a statute not very dissimilar from the British North America Act that :

"The Legislature of New South Wales has power to repeal the statute of James I, and had impliedly done so by 11 Vic., No. 13, which, according to its true construction, placed an action for slander for words spoken upon the same footing, as regards costs and other matters, as an action for written slander." The Statute of James I had made provision as to the amount of costs which the litigant could recover when he only obtained a verdict for a certain amount for slander; the Act applied to the colony; the Legislature passed an Act changing that provision. The judgment of their Lordships was delivered by Sir Barnes Peacock, who said: "Their Lordships are of opinion that there are no sufficient grounds for reversing the judgment of the court below. Their Lordships are of opinion that the Colonial Legislature had the power to repeal the statute of James I if they saw fit, and they are also of opinion that, looking at the first section of 11 Vic., No. 13, it was the intention of the Legislature to place an action for words spoken upon the same footing, as regards costs and other matters, as an action for written slander."

Another important decision was *Hodge vs. the Queen* (9 App. Cases 117) which is thus referred to in the case of *Powell vs. Apollo Candle Company, Limited* (10 App. Cases 282), also an important decision as to the powers of a Colonial Legislature.

"Two cases have come before this Board in which the powers of Colonial Legislatures have been a good deal considered, but these cases are of too late a date to have been known to the Supreme Court when their judgment was delivered. The first was the case of *Regina vs. Burah* (3 App. Cas., 889) in which the question was whether a section of an Indian Act, conferring upon the Lieutenant Governor of Bengal the power to determine whether the Act, or any part of it, should be applied to a certain district, was or was not *ultra vires*. In the judgment of this Board, given by the Lord Chancellor, the legislation is declared to be *intra vires*, and the Lord Chancellor lays down the general law in these terms: 'The Indian Legislature has power expressly limited by the Act of the Imperial Parliament which created it, and it can of course do nothing beyond the limits which circumscribe these powers. But when acting within those limits it is not in any sense an agent or delegate of the Imperial Parliament, but has, and was intended to have, plenary powers of legislation as large, and of the same nature, as those of Parliament itself.' The same doctrine has been laid down in a later case of *Hodge vs. The Queen* (9 App. Cases, 117) where the question arose whether the Legislature of Ontario had or had not the power of entrusting to a local authority—a Board of Commissioners—the power of enacting regulations with respect to their Liquor License Act of 1877, of creating offences for the breach of those regulations, and annexing penalties thereto. Their Lordships held that they had that power. It was argued then, as it has been argued to-day, that the Local Legislature is in the nature of an agent or delegate, and, on the principle *delegatus non potest delegare*, the Local Legislature must exercise all its functions itself, and can delegate or entrust none of them to other persons or parties. But the judgment, after reciting that such had been the

contention, goes on to say: 'It appears to their Lordships, however, that the objection thus raised by the appellants is founded on an entire misconception of the true character and position of the Provincial Legislatures. They are in no sense delegates of, or acting under any mandate from, the Imperial Parliament. When the British North America Act enacted that there should be a Legislature for Ontario, and that its Legislative Assembly should have exclusive authority to make laws for the Province and for provincial purposes in relation to the matters enumerated in section 92, it conferred powers, not in any sense to be exercised by delegation from, or as agents of, the Imperial Parliament, but authority as plenary and as ample within the limits prescribed by section 92 as the Imperial Parliament, in the plenitude of its powers, possessed or could bestow. Within these limits of subjects and areas the Local Legislature is supreme and has the same authority as the Imperial Parliament.'

Reference may also be made to the case of *Riel vs. the Queen* (10 App. Cases, 675), in which the power of the Dominion Parliament to alter the provisions of Imperial statutes regarding trials for offences in the North-West Territories was established.

Third. It has been contended that the statute diverts the estates to which it refers from the educational purposes to which by law they had been devoted.

In the first place it is to be remembered that the Act does not, in express terms, or by necessary implication, make such a diversion.

It ratifies an agreement for the payment of \$400,000 and for the transfer of Laprairie Common. It provides for the payment of \$60,000 to the educational authority representing the Protestant minority in the Province—and this latter sum was declared by the First Minister of Quebec, during the negotiations, to be the proportion to which the minority was entitled out of these estates—and it provides that the remainder of the proceeds of the estates are to be applied for any purposes which may be approved by the Legislature. The payment of \$400,000 in satisfaction of the Jesuits' claims and the \$60,000 to the Protestant Committee of the Council of Public Instruction do not necessarily come out of the proceeds of the Jesuits' Estates. They are to be paid out of any public money at the disposal of the Lieutenant Governor in Council. It is not to be assumed that, if these estates are to be considered as charged with a trust in favor of education, the Legislature will approve of any diversion of the proceeds of that trust, and the proceeds can only be applied in such a way as the Legislature shall hereafter approve.

As already stated, if the proportion of the public money which the Protestant minority is to receive under this Act is an inadequate proportion, that is a matter which is capable of redress by the Legislature chosen by the people of the whole Province, and it may not be unimportant to observe, in this connection, that the Act received the unanimous approval of both Houses of the Legislature of Quebec, in which the Protestant minority is ably represented by distinguished men in both political parties.

Even if the charge of diversion from the original trusts had more foundation than it has, it is obviously impossible for the Federal Government, in the exercise of the power of disallowance, to undertake to guard against misappropriations of the public funds or of the public property, without assuming the power and responsibilities of regulating the public revenues and public domain of the Provinces. To undertake the task of watching over the public appropriations of the Provinces would be to incur the risk of almost inevitable injustice, for want of the means of correctly understanding the conditions which ought to guide the Legislatures in such appropriations. The British North America Act must be held to have placed these matters within the power of the Legislatures, which represent the people directly in regard to these questions, which the Federal Executive cannot be said to do. Even if the Act directly sanctioned a breach of trust, it would not be beyond the powers of the Provincial Legislature, however much its passage might be deplored.

It cannot be supposed, however, for reasons which have already been suggested, that the Legislature of Quebec intends to commit, by this Statute, for all future time,

a breach of trust in regard to these estates. First, because it has every year made far more ample provisions for education, both for the majority and for the minority than these estates, or any other part of the public domain charged with trusts in favor of education could afford. Second, because the approval of the Legislature to any final distribution of the proceeds of the estates is stipulated for on the face of the Act itself.

Fourth. A further objection has been that the sanction of Ontario is necessary to the disposition made by this statute of part of the estates in question. This objection can hardly be sustained from any legal point of view, even if it be regarded as one which could affect the validity of the statute. It is only put forward under the view that some power, regarding the subject, may remain in the Province of Ontario, because these estates were devoted to educational purposes by a statute (prior to the union of the Provinces), of a Province of which, what is now the Province of Ontario, was once a part. The estates, however, are solely within the Province of Quebec. They are public lands of that Province, and any trusts with which they may be charged are trusts in favor of the people of that Province. Neither the Government nor the Legislature of Ontario have ever asserted the slightest claim upon them, or the slightest right to interfere in regard to them, nor has either the Government or the Legislature of Ontario in any way given countenance to this objection.

It seems then quite clear, not only that the Province of Ontario has no claim to these estates, but that its Legislature would have no power to pass a statute with regard to them, as such a statute would relate to a matter outside of that Province.

The Quebec statute, therefore, seeming clearly to be within the powers of the Legislature which passed it, it appeared to be the duty of the Government of Canada not to exercise the power of disallowance with regard to it. To have revised the policy of the statute, irrespective of its validity, would have been to have assumed responsibilities for the exercise of authority in a domestic matter, within the control of the Legislature, and in respect of which the Legislature had been unanimous after considering the subject for years, and would have excited deep resentment among the people of the Province.

After a delay of nearly six months, during which time the remonstrances against the allowance of the Act were of a merely formal character, and no agitation existed, His Excellency was advised to signify to the Lieutenant-Governor of Quebec that this Act, along with many others of the same Session, would be left to its operation. Thereafter the agitation for disallowance commenced. A resolution in favor of that course was moved in the House of Commons and received the votes of 13 members out of a House of two hundred and fifteen members. Petitions have been presented to His Excellency also, asking that the power of disallowance should still be exercised.

It may be open to much question whether even the bare *power* of disallowance remains, after His Excellency's Government has made its choice, and has decided that the Act shall be left to its operation, and has so informed the Provincial Government, but it is surely clear that, although the bare power may remain, it would be contrary to all constitutional usages that an Act, in respect of which that signification had been solemnly and formally made, should afterwards be disallowed. The inconvenience of such a course would be extreme. No Provincial statute—even for the incorporation of a company—for the building of a railway—for effecting a loan—for a transfer of property, or indeed for any purpose, could be safely acted on until the expiration of a year from its transmission to the Secretary of State for Canada, even though declared by His Excellency in Council to be unobjectionable—lest within the year—on some new objection being stated—it should be disallowed. Even the Supply Bill of a Province could not be safely acted on until the expiration of the year, and by that time the supplies would have lapsed.

His Excellency's Government, having come deliberately to the conclusion that the Act was within the powers of the Legislature which adopted it, and having signified that the Act would be left to its operation, has been moved to undertake the

contestation of the validity of the Act in the courts, and especially before the Judicial Committee of the Privy Council.

It seemed to His Excellency's advisers that to pursue that course against a Province in regard to a statute which they considered within the powers of that Province would be a proceeding most hostile and also most unwise, in view of the relations which should exist between the Provincial and the Federal authorities, and would be a vexatious interference with the affairs of the Province.

They have, therefore, declined to recommend an appropriation of any portion of the public revenues for litigation on this subject, against the Government of Quebec, and they entertain the opinion that they are not called upon to enter into such litigation, and that the authority to pass the statute in question is so clear that any such proceedings must be carried on without any hope of success.

Furthermore—after the emphatic vote of the House of Commons on the resolution for disallowance the Government would be defying the opinion of the House, so decidedly expressed, in undertaking thus to contest the soundness of the decision which was pronounced by that vote.

The contention has also been made that His Excellency should disallow the statute under review because it infringes the provisions of the 93rd section of the British North America Act. That section gives Provincial Legislatures power to make laws in relation to education, but provides that such laws shall not prejudicially affect any right or privilege, with regard to denominational schools, which any class of persons had at the time of the Union, or should afterwards acquire under authority of the Legislature of the Province.

This statute, however, is not necessarily a statute in relation to education. It cannot be said to prejudicially affect any right to denominational schools, or the rights or privileges of any "class of persons in the Province," with respect to denominational schools. The Jesuits' estates were certainly never charged with any trusts in respect to any schools of that description, although portions of their proceeds have, from year to year, been distributed among schools of all denominations.

It is unnecessary to repeat, in this connection, what has already been said as to the objection that the statute sanctions a breach of faith, but the argument there advanced applies to this objection as well.

Since the discussion in the House of Commons a point has been raised against the effectiveness, rather than the validity of the Quebec statute, viz., that the intention of the Legislature must fail, because the grant is made to the incorporated Society of the Jesuits in the Province of Quebec. The Act of incorporation, passed in 1887, is hereto annexed.

The Act of incorporation having been long ago left to its operation, without objection, the Dominion Government has considered that this is a question with which they have nothing to do, and they have, therefore, declined to ask Her Majesty's Government to submit any question in relation to it for the consideration of the Judicial Committee of the Privy Council. The point on which doubts as to the effectiveness of the grant of the Legislature seems to turn is that the Legislature of Quebec could not, as it assumed to do in 1887, incorporate the Jesuits. It is contended, by those who sustain this view, that, in consequence of the early English statutes against the Jesuits, it is impossible for a Colonial Legislature to give members of that society corporate rights, or even to recognize their presence in the country. This view is not held by His Excellency's advisers. Considering the large powers of self-government which have been conferred, from time to time, on the various colonies, Canada included, and especially considering the powers given by the British North America Act in 1867, it is believed by His Excellency's Government that it is clearly within the power of any one of the Legislatures to pass statutes on such a subject, even though they may conflict with the early statutes relating to religion or in any way connected with religion. On this point the cases already cited in this memorandum, as to the power to alter or to repeal Imperial enactments affecting a colony, seem to have force.

The point which is here being answered implies that the early British legisla-

tion in relation to the Jesuits forms part of the constitution of the Provinces. If that were so it might be answered that, by the terms of the British North America Act, the Legislature has the power, in each Province, to alter the constitution of the Province, but the theory involved in this objection depends on a very loose notion of the constitution.

The contention which has been raised in this connection has been carried so far as to assert that it is not in the power of a Provincial Legislature to make provisions inconsistent with the early statutes regarding the exercise of religion, which have never been repealed, although long fallen into desuetude in the United Kingdom. This is not, however, the view which His Excellency's Government entertains, nor is it the view held by the large majority of those who recorded their votes on the resolution in the House of Commons, on this subject, at last Session.

The free exercise of the power to regulate the civil rights of the people, and the full exercise of the ample powers of self-government conferred by the British North America Act, would be almost worthless if they were restricted within the lines marked out by obsolete enactments of the Parliament of Great Britain, which for many years have been found too restrictive of liberty to be put in practice in that country, and which certainly could not, at any time within the last century, have been applied to the colonies.

An Act to incorporate the "Society of Jesus," Chapter 38, of the Province of Quebec.
(Assented to 18th May, 1887.)

Whereas the Reverend Fathers of the Society of Jesus have prayed to be constituted into a corporation; and whereas it is expedient to constitute such religious community into a body politic and corporate like the other religious communities of this Province:

Therefore Her Majesty, by and with the advice and consent of the Legislature of Quebec, enacts as follows:—

1. The "Society of Jesus" shall be a corporation composed of the Reverend Fathers Henri Hudon, Adrien Turgeon, Leonard Lowire, George Kenney, Arthur Jones, and of all persons who now or may hereafter form part of the said society, in accordance with its rules, by-laws and regulations.

Under the above name it shall have perpetual succession.

It shall have a right to have a common seal, which it may alter at will, and to appear before the courts of justice in the same manner as any person may do.

It may possess, accept and acquire under any legal title movable and immovable property, which it may sell, alienate, hypothecate, give, lease, transfer, exchange or otherwise dispose of, by any title whatsoever; provided always, that the annual revenue from the immovable property owned by the society for the purposes of revenue in any diocese shall not exceed thirty thousand dollars.

2. The corporation shall not have the right under this Act to possess educational establishments elsewhere than in the archdiocese of Montreal and Ottawa and in the diocese of Three Rivers.

3. The corporation shall be governed in accordance with its community rules, and shall have powers to pass by-laws, rules and regulations with respect to the administration of its property, its management and internal government, the election, number and power of its officers and directors, the admission and dismissal of its members and, generally, all rules connected with the purposes of the corporation.

4. The corporate seat of the corporation shall be in the city of Montreal.

Another place in this Province, within the present limits of the archdiocese of Montreal and Ottawa and of the diocese of Three Rivers may be selected later on by a by-law of the corporation.

5. The corporation may appoint officers, procurators or administrators and define their powers.

The signatures of the superior of the society in this Province or of the procurator of its chief establishment shall be sufficient for all legal purposes.

6. This Act shall come into force on the day of its sanction.

RETURN

(72)

To an ORDER of the HOUSE OF COMMONS, dated the 12th February, 1890:—For a return showing the annual losses of ships since 1868 in the Gulf of St. Lawrence and on the Atlantic Coast and Bay of Fundy, owing to tides, currents and fogs, with the name and tonnage of each vessel, and such particulars in each case as to the causes and extent of damage, as may be in the possession of the Government.

By order.

J. A. CHAPLEAU,
Secretary of State.

OTTAWA, 14th March, 1890.

LIST of Ships Lost since 1868 in the Gulf of St. Lawrence, Atlantic Coast and Bay of Fundy, owing to Tides, Currents and Fogs.

Name.	Tonnage.	Where Lost.	Tide, Current or Fog.	Particulars.
1868.				
G. R. C.	87	Brier Island, Bay of Fundy.	Ignorance of tide.	
Superb	130	Andrew's Head, Nova Scotia.	Ran ashore in fog.	Error in judgment.
J. K. Kenny.	55	Brier Island, Bay of Fundy.	Force of tide.	
Lillie.	287	Pomket Island, N.S.	Storm of snow.	Lights mistaken by captain.
Mavourneen.	619	Grand Manan, Bay of Fundy.	Fog.	Drove ashore to save life and property.
Gazelle.	31	Cape George, N.S.	Snow.	
1869.				
Simonds.	1100	Bonaventure Id. Gf. St. Lawrence	Strong current.	
Litds Kalf.	16	Cape Rosier.	Tide and heavy sea.	
James.	93	Ledge off Dover.	Fog.	Thick fog and strong westerly current.
Anna Mitchell.	71	Green Island, N.S.	Current and tide.	
Mary.	263	River Blanche.	Strong current.	
Princess Royal.	1389	Little Metis.	do	
Imperial.	95	Muir Ledges.	Fog.	
Debonnaire.	95	Gull Ledge, Grand Manan.	do	
1870.				
Charlotte.	118	Off Green Island.	do	
Devonshire.	858	St. Paul's Island.	Dense fog.	Partial.
Emma.	56	St. John Harbor.	Fog.	do
St. Claire.	318	Pleasant Bay.	do	do

LIST of Ships Lost since 1868 in the Gulf of St. Lawrence, &c.—Continued.

Name.	Tonnage.	Where Lost.	Tide, Current, or Fog.	Particulars.
1871.				
Charles Albert.....	200	Gull Rock, Bay of Fundy.....	Fog.....	Total, \$ 8,000
Clutha.....	1065	Anticosti.....	Unknown currents.....	do
E. McNeil.....	461	Gammon's Ledge, N.S.....	do	do 20,000
Kate Smith.....	409	Little Egg Harbor, N.S.....	Snow storm.....	do
Minerva.....	1364	St. Paul's Island.....	Fog.....	do
Nova Scotian.....	50	Halibut Island.....	do	do
St. Peter.....	164	Tilbury Head, C.B.....	do	Total, 3,500
Una.....	216	Red Rock.....	do	do 10,000
1872.				
Agenora.....	398	Grindstone Island.....	Unknown currents.....	Total, 17,000
Adalia.....	958	St. Paul's Island.....	Fog.....	do 150,000
Boys.....	67	Sable Island.....	do	do 4,000
Cordelia.....	881	Scattarie Island.....	Unknown currents.....	Total, 18,000
Emperor.....	1600	Seal Rocks, Maine.....	Strong current.....	do 41,200
Edith Emily.....	1120	Pointe des Monts.....	do	do 45,000
Gracie.....	461	Basque Island, St. Lawrence.....	Fog.....	Partial, 5,000
Glendon.....	175	Musquash Harbor, B. F.....	do	do 7,200
Henrietta.....	30	White Island.....	do	do
J. B. Amiro.....	52	Cove Ledge, N.S.....	do and current.....	Partial.
Lake Huron.....	820	Anticosti.....	do do	Total, 23,000
R. B. Pattison.....	156	Spruce Island.....	do do	Partial, 525
1873.				
Atlantic.....	2376	Marr's Head, N.S.....	Abnormal state of current.....	Total, 550,000
Betty.....	694	Anticosti.....	Fog.....	Partial.
Beta.....	152	Scattarie Island.....	do	do
City of Washington.....	1951	Gull Rock Bar, N.S.....	Strong inshore currents.....	Total, 450,000
China.....	813	St. Peter's Bank.....	Fog.....	Partial.
G. F. Baird.....	94	Bliss Island, N.B.....	Snow storm.....	do 4,000
Gaspé.....	232	Miquelon Island.....	Fog.....	Total, 18,000
H. V. Cranwell.....	154	Grand Manan, N.B.....	do and unknown currents.....	do 4,500
Humbleton.....	420	Sable Island.....	Fog.....	do 16,000
J. S. Smith.....	396	Mud Island, N.S.....	do	Partial, 3,000
La Impératrice.....	40	Malpec Harbor, P. E. I.....	Currents.....	do 800
Linga.....	200	Campobello, N.B.....	Snow storm.....	Total, 15,700
M. B. Nickerson.....	172	Bald Tusket Island, N.S.....	Thick fog.....	Partial, 4,500
Merriam.....	250	Grand Manan, N.B.....	Fog.....	Total, 35,000
Maryland.....	197	Marie Joseph, N.S.....	do	do 4,000
Merritt.....	980	Magdalen Islands.....	do	do 10,000
Miramichi.....	491	Green Island, River St. Lawrence.....	do	do 15,000
Medway.....	1846	Ferrule Ledge.....	do and strong currents.....	do 200,000
Magaguadavic.....	311	Grand Manan.....	Snow storm.....	do 11,000
M. R. McKenzie.....	56	Pointe du Chêne, N.B.....	do	Partial.
Maria Catharina.....	88	Buctouche, N.B.....	do	do
Ocean Pearl.....	960	Anticosti Island.....	Fog.....	Partial, 800
Queen of the Clyde.....	1045	Green Isle, Belle Isle.....	Unknown currents.....	Total, 20,000
Reaper.....	183	Scattarie Island.....	Strong current and fog.....	do 16,000
Sea View.....	87	Baker's Island.....	Fog.....	do 2,000
Sebastopol.....	171	Lobster Island, N.S.....	Snow storm.....	Partial, 1,500
Wm. Welsh.....	.....	Green Island, N.S.....	Fog.....	Total.
Will of the Wisp.....	26	Spencer's Island, N.B.....	do	do 350
Wyoning.....	2415	Sable Island.....	do	Partial, 2,000

LIST of Ships Lost since 1868 in the Gulf of St. Lawrence, &c.—Continued.

Name.	Tonnage.	Where Lost.	Tide, Current or Fog.	Particulars.
1874.				
A. E. Lane.....	55	John's Cove, Yarmouth, N.S.....	Snow storm.....	Total, \$ 2,000
Alert.....	315	Portage Island, N.B.....	Fog and stress of weather.....	do 7,800
Annie W. Goddard.....	358	Cape Sable, N.S.....	do do.....	Partial, 300
Achates.....	267	Ram Island, N.S.....	Fog.....	Total, 12,000
Calista Haws.....	1124	Struck an iceberg.....	do.....	Partial, 8,000
C. Harrison.....	530	Aspy Bay, C.B.....	do.....	Total, 16,000
Chili.....	649	Cape Escuminac, N.B.....	do and stress of weather.....	Partial, 8,000
Coronella.....	142	Briar Island, Bay of Fundy.....	Fog.....	do 100
Dauntless.....	1050	Anticosti.....	do and unknown currents.....	Total, 15,000
Good Intent.....	65	Main-à-Dieu, C.B.....	Snow storm.....	do 1,200
Gladstone.....	360	Sable Island.....	Fog.....	do 14,000
Geo. Walker.....	372	Tusket Islands.....	do.....	Partial, 2,000
G. S. de Forest.....	75	St. John Harbor.....	Current.....	do 150
Highlander.....	447	Sable Island.....	Fog.....	Total, 9,000
Harvest Home.....	380	Magdalen Islands.....	do.....	do 1,200
Iza.....	280	Whitehead, N.S.....	Tideway.....	Partial, 1,000
Juliet.....	145	Digby Neck, N.S.....	do.....	Total, 5,000
J. L. Cotter.....	139	Off Lunenburg Light, N.S.....	Fog (collision).....	Partial, 2,500
Levi Hart.....	407	Bliss Island, Bay of Fundy.....	Snow storm.....	do
Langan.....	707	Anticosti.....	Fog.....	Total, 26,000
Louise.....	57	Cape Jourmain, N.B.....	Snow storm.....	Partial, 3,000
M. Gabriel.....	65	Mira Bay, C.B.....	Fog.....	Total, 3,100
Minnie Bruce.....	186	Abandoned.....	do.....	do 23,600
Maggie Lauder.....	997	Anticosti.....	Strong easterly current.....	do 16,000
Pocahontas.....	1173	Percé Rocks, Gulf St. Lawrence.....	Thick weather.....	Partial, 12,000
Pontecorvo.....	477	Collision with iceberg.....	Fog.....	do 4,000
Royal Harrie.....	483	Negro Head, Bay of Fundy.....	do.....	do 3,000
Rover.....	270	Grand Manan do.....	Snow storm.....	Total, 19,000
Spray Bloom.....	322	Scattarie Ledges.....	Thick fog.....	Partial, 1,600
Temperance.....	131	Tor Bay, N.S.....	Snow storm.....	Total, 2,000
Teaser.....	166	Casca's Bank.....	Unknown currents.....	Total, 5,000
Therese.....	620	Sandy Beach, Gaspé.....	Southerly current.....	Partial, 3,000
Willie Maud.....	210	Grand Manan.....	Snow storm.....	Total, 14,000
Wallace.....	59	Lennox Passage.....	Strong current.....	
1875.				
A. Raymond.....	195	White Island, N.S.....	Snow storm.....	do 7,800
Azalia.....	140	Rose Head, N.S.....	do.....	Partial, 6,000
Alhambra.....	764	Cape Sable, N.S.....	Fog.....	Total, 70,000
Annie E.....	149	Beaver Harbor, N.B.....	Snow storm.....	do 6,000
Barbara.....	109	Portuguese Cove, N.S.....	Thick fog.....	do 1,075
Boston.....	30	St. Lawrence.....	Current.....	do 300
Calcutta.....	1428	Magdalen Islands.....	Thick weather and current.....	do 70,000
Clara.....	298	Reef N. E. of Cranberry Light.....	do do.....	do 17,000
C. E. Sears.....	.....	Cape Enrage, Bay Fundy.....	Fog.....	Partial, 6,000
D. Rankine.....	934	7 miles above Matane, G. St L.....	South current.....	Total, 15,000
Dumbrody.....	423	Bras d'Or Ledge, Labrador.....	North do.....	do 22,500
Elbe.....	149	Little Hope Island, N.S.....	Thick weather.....	Partial, 3,400
Ecuador.....	1059	Brier Island, Bay of Fundy.....	do fog.....	do 12,000
Eliada.....	247	Quebec Harbor.....	Strong current.....	do 250
Elizabeth.....	115	Charlotte-town Harbor.....	Snow storm.....	do 2,800
Farto.....	152	Sable Island.....	Fog.....	Total, 4,500
Giants' Causeway.....	1214	Anticosti.....	do and current.....	do 24,280
General Wolseley.....	720	Gull Rock Ledge, N.S.....	do.....	do 32,000
Glynwood.....	92	Port Joli Head, N.S.....	do.....	do 4,000
Helen.....	136	Holystone Rock, Halifax Harbor.....	Snow storm.....	do 8,000
Hyack.....	430	Kent Island Ledge, Bay Fundy.....	do.....	do 16,100
Irène.....	823	Cape Chatte, G. St. L.....	Unknown currents.....	Partial, 6,000

LIST of Ships Lost since 1868 in the Gulf of St. Lawrence, &c.—Continued.

Name.	Tonnage.	Where lost.	Tide, Current or Fog.	Particulars.
1875.				
Ira.....	32	Miramichi, N.B.....	Thick snow.....	Partial, \$ 400
I. Hayden.....	241	Rocky Bay, N.S.....	Snow storm.....	Total, 9,000
J. T. Hibbard.....	145	Meagher's Beach, Halifax Harbor	do.....	Partial, 1,000
J. R. Lithgow.....	110	Green Island, N.S.....	Fog and current.....	Total, 5,000
J. W. Dodge.....	83	Old Man Rock, N.S.....	do.....	do 6,800
Liberty.....	575	Struck an iceberg.....	do.....	do 10,000
Montana.....	63	Cape St. Mary, N.S.....	Thick weather.....	do 4,000
Martha A.....	179	L'Etang Harbor, N.B.....	do fog.....	Partial, 3,750
Madoc.....	99	Near Cross Island Light, N.S.....	Snow storm.....	Total, 5,000
Nyanza.....	984	Point Breme, Nfld.....	Current and fog.....	do 40,000
Ocean.....	353	Cariboo Island, G. St. L.....	Fog.....	do 3,500
Oyster Bed Lass.....	155	Jones' Harbor, N.S.....	do.....	do 12,000
Pampero.....	130	Mace's Bay Ledges, B. of F.....	do.....	Partial, 510
Queen of England.....	1195	West of Matane, R. St. L.....	Current.....	do 5,000
Sabra Moses.....	695	Cape Negro, N.S.....	Thick weather.....	do 18,000
St. Michel.....	460	Miramichi Bay.....	do.....	Total, 14,000
Tropic.....	145	Round Reef, St. John Harbor.....	Current.....	Partial.
Union.....	310	Poffin Island, N.S.....	Thick fog.....	Total, 6,000
Unexpected.....	124	Seal Rock, B. of F.....	Strong current.....	do 3,000
Virgo.....	1141	St. Pierre Island, Nfld.....	Current.....	do 70,000
Wm. Nash.....	124	Dipper Harbor, N.S.....	Snow storm.....	do 3,500
W. H. Thurston.....	54	Gull Rock, N.S.....	Thick fog.....	do 2,700
W. Wallace.....	61	St. John Harbor.....	Snow storm.....	Partial, 70
1876.				
Abbie Wasson.....	140	Murder Island.....	Fog.....	do 700
Adeline.....	298	South of Eddy Point Light.....	do.....	
Adela.....	200	Woods Harbor, N.S.....	Low tide.....	Total, 3,000
B. Sonder.....	100	Scattarie Island, C.B.....	Fog.....	Partial, 50
Belle O'Brien.....	1902	Beacon Bar, St. John, N.B.....	do.....	do 4,724
Blooming Belle.....	15	Porter's Passage, N.S.....	do.....	Total, 460
Carmenta.....	199	St. Peter's Island, C.B.....	do.....	Partial, 6,500
Cycla.....	567	Flat Island, Straits of Belle Isle	do.....	Total, 12,670
City of Montreal.....	1186	West end of Green Island.....	do.....	Partial.
Dominion.....	510	Sandy Cove, B. of F.....	do.....	do 400
E. Barabino.....	737	Cranberry Head, C.B.....	do.....	Total, 20,000
Elizabeth.....	400	Porter's Passage, N.S.....	do.....	do 10,000
Flamborough.....	456	Off Bonaventure Island.....	Strong current.....	Trifling.
Frank.....	340	Collision.....	Fog.....	Partial, 150
Glenora.....	263	Gaberus, C.B.....	do.....	Total, 15,000
Grassmere.....	163	St. Shotts Bay, Nfld.....	do and current.....	do 7,700
Humber.....	772	Long Point, below Matane.....	do.....	Partial, 8,000
Ironsides.....	1415	Sable Island.....	Thick weather.....	Total, 20,000
Ivica.....	620	Tabusintac Light.....	do.....	Partial, 500
Jennie Querole.....	459	Little Glace Bay, C.B.....	Fog.....	Total, 10,000
J. Johnson.....	64	Collision.....	do.....	do 12,000
Julia Lingley.....	324	Tusket Island, N.S.....	do.....	Partial, 6,946
Kingston.....	81	Chebueto Head, N.S.....	Snow storm.....	Total, 6,000
L. B. McNichols.....	161	Wolve's Rocks, Bay of Fundy.....	Fog.....	Partial, 25
Mary.....	130	Ketch Harbor, Halifax.....	Snow storm.....	Total, 10,000
Maria.....	334	Magdalen Islands.....	Hazy and current.....	do 18,000
Mabel.....	359	Collision.....	Fog.....	do 7,350
Marchioness of Queens- bury.....	681	St. Pierre, Miquelon.....	do.....	do 12,000
Neptune.....	1630	Sable Island.....	do.....	do 120,000
Norma.....	561	do.....	do.....	do 16,800
Ocean Gem.....	324	Goose Island, Riv. St. Lawrence	Snow storm.....	Partial, 4,000
Pampero.....	130	Collision, Bay of Fundy.....	Fog.....	do 200
Rainbow.....	36	Cape St. Mary's Ledges.....	do.....	Total, 2,200
S. N. Colbymere.....	221	Collision.....	do.....	do 25,000
Sophia.....	92	St. John's Cove, Yarmouth.....	do.....	Partial, 100
Snow Bird.....	99	Campobello.....	do.....	do 760
Thomas Cochran.....	627	Scattarie Island.....	do.....	Total, 2,000

LIST of Ships Lost since 1868 in the Gulf of St. Lawrence, &c.—Continued.

Name.	Tonnage.	Where Lost.	Tide, Current or Fog.	Particulars.
1876.				
Urda.....	318	Magdalen Islands.....	Fog.....	Total, \$ 19,000
Valetta.....	507	Flat Island near Lavaltrie.....	do.....	No loss.
Venture.....	330	Escuminac, N.B.....	do.....	Total, 13,500
Victor.....	193	Gut of Canso.....	do.....	
W. A. Henry.....	198	Memory Rock.....	Unknown current.....	Partial, 4,000
W.....	215	Off Point St. Lawrence.....	Strong currents.....	do 940
1877.				
Agra.....	634	Cape Traverse, P.E.I.....	do.....	Total, 15,000
British Lion.....	1049	Anticosti.....	Fog.....	do 20,000
Beaver.....	181	Port Hastings, C.B.....	do.....	Trifling.
City of Quebec.....	707	Goose Island.....	do.....	do
Capri.....	895	Collision.....	do.....	Partial, 500
City of Green Bay.....	346	Brandy Pots, Riv. St. Lawrence	do.....	do 600
Cames.....	716	Anticosti.....	Current.....	Total, 15,000
Digby.....	55	Patten Cove Ledge.....	Fog.....	Partial, 50
Eblana.....	650	Sable Island.....	do.....	do 300
Evergreen.....	106	Green Island, Bay of Fundy.....	do.....	Total, 4,000
Ella Vose.....	884	Collision.....	do.....	Partial.
Gold Hunter.....	105	Briar Island.....	do.....	Trifling.
G. S. de Forest.....	74	Cape Rouge, C.B.....	do.....	Total, 4,500
Ida.....	1010	Portneuf Shoals, Riv. St. Law..	do.....	Partial, 1,300
Helene.....	760	Cape St. Esprit, C.B.....	do.....	Total, 25,000
J. F. Pearson.....	507	Big Mud Island, N.S.....	do.....	do 22,000
I. W. Dean.....	79	Fox Island, Bay of Fundy.....	do.....	do 3,700
Jesse Hoyt.....	276	Pasque Island.....	do.....	Partial, 7,685
Kate Agnes.....	545	Flat Mud Island.....	do.....	Total, 15,000
Mary George.....	18	Chignecto.....	Snow storm.....	do 800
Mary Lucia.....	79	Main-à-dieu Bar.....	Fog.....	do 1,500
Milo.....	83	Fox Island Spit, Miramichi Bay	do.....	Partial, 500
Marion.....	756	Norman Cove, Straits Belle Isle.	do.....	Total, 15,000
N. K. Clements.....	459	Collision.....	do.....	do 13,500
Nydia.....	834	do.....	do.....	Partial, 1,400
Pactolus.....	556	Off Halifax, N.S.....	do.....	do 2,000
Pohono.....	447	Newfoundland Banks.....	do.....	do 300
Rowena.....	247	Magdalen Islands.....	do.....	Total, 6,000
Swallow.....	184	Cape Canso.....	do.....	do 10,000
Sons.....	18	Mispec Beach.....	do.....	do 700
Thistle.....	36	St. Ann Flats.....	do.....	do 600
Valetta.....	507	Madame Island Reef, Riv. St. L.	do.....	Trifling.
W. Crosscup.....	461	White Point near Louisburg.....	do.....	Total, 18,000
Wellington.....	1005	Collision.....	do.....	Partial, 7,000
1878.				
Adriatic.....	796	Anticosti.....	do.....	do 4,000
Antwerp.....	573	Off Briar Island, Bay of Fundy.	do.....	do 1,200
Addie and Nellie.....	148	Hart's Point, Nfld.....	Strong current.....	Total, 6,000
Adria.....	118	Gannet Rock Ledge.....	Fog and drifted.....	do 2,764
Alice May.....	22	Winning Point Beach, N.S.....	do.....	do 1,600
Amelia.....	111	Green Island off Cape Sable.....	do and flood tide.....	do 1,200
Alpha.....	133	East of Cape Ray, Nfld.....	Heavy sea and tide.....	do 3,750
Annie B.....	96	Ship Harbor Bay, N.S.....	Fog.....	do 5,960
A. Carcand.....	69	Madame Island, C.B.....	do.....	do 5,800
Barbara.....	229	St. Paul's Island.....	do.....	do 10,000
Beta.....	155	Rose Head, N.S.....	do.....	Total, 5,000
B. Hilton.....	986	Lon. 54° W., Lat. 44° N.....	do.....	Partial, 350
B. Barbour.....	91	Whale's Cove, N.B.....	do.....	Total, 3,500
Blenheim.....	1307	Bic, River St. Lawrence.....	do.....	do 100,000
Bavelan.....	1027	St. Valier do.....	do.....	Partial.
Carleton.....	104	Off Arago.....	Strong current.....	Total, 14,000
Chebucto.....	802	Ketch Harbor, N.S.....	Fog.....	do 30,000
Canada.....	779	White Island Reef, R. St. L.....	Current.....	Partial, 600

LIST of Ships Lost since 1868 in the Gulf of St Lawrence, &c.—*Continued.*

Name.	Tonnage.	Where Lost.	Tide, Current or Fog.	Particulars.
1878.				
Confederate.....	221	Off Brier Island.....	Fog.....	Total, \$ 5,435
City of Manitowac.....	310	Anticosti.....	do.....	Partial, 6,000
Commerce.....	1297	Off Hastings.....	do.....	Total, 117,000
Derwent.....	986	Off Crane Island, R. St. L.....	do.....	Partial, trifling.
D. Malcomson.....	1213	Grand Manan, Bay of Fundy.....	do.....	do 1,800
Daystar.....	46	Quaco Beach, N.B.....	do.....	Total, 500
Eva.....	499	Gulf of St. Lawrence.....	do.....	Partial, 700
Emma.....	506	Sable Island, N.S.....	do.....	Total, 20,000
Eveline.....	779	Lat. 51° N., Lon. 48° W.....	do.....	Partial, 2,000
England.....	74	Montreal.....	Current.....	do 250
Glad Tidings.....	50	Shippegan Gully, N.B.....	Thick fog.....	do 500
Hebe.....	748	South West Wolf, Bay of Fundy.....	Dense fog.....	Total, 13,000
Howard.....	1046	Albert River, N.S.....	Strong tides.....	Partial, 250
Julia Wood.....	93	Lockport, N.S.....	Thick fog.....	Total, 17,000
J. D. Tupper.....	289	Port George, N.S.....	Fog.....	do 10,000
Lauretta.....	342	Tuskar.....	do.....	do 12,000
Liffey.....	845	Musquash, N.B.....	do.....	Partial, 12,000
Lady Head.....	168	Point Jaune, Que.....	do.....	Total, 40,000
Lizzie & Emma.....	96	Mary Joseph.....	do.....	Trifling.
Mabel.....	464	Off Seal Island, N.S.....	do.....	Partial, 500
Magnolia.....	1095	Magdalen Islands.....	do.....	Total, 22,000
Mary.....	215	Ledge off Marie-Joseph.....	do and current.....	do 15,400
May.....	29	Port Herbert, N.S.....	do.....	do 2,000
North America.....	174	Brazil Rock off Cape Sable.....	do.....	Trifling.
Orange.....	162	Tusket Islands.....	do.....	Partial, 6,000
Prests.....	623	Miramichi Bay.....	do.....	do 250
Prosperité.....	269	Tusket Island.....	do.....	Partial, 1,500
Pathfinder.....	56	Great Island, Nfld.....	do.....	Total, 5,600
Pomona.....	98	Martincus.....	do.....	do 1,000
Quebec.....	1403	Ste. Mary's Reef, Labrador.....	Current.....	Trifling.
Ranger.....	70	New River Beach, N.B.....	Snow storm.....	Partial, 100
R. B. Peake.....	699	Off Bird Rocks, G. St. L.....	Fog.....	do 1,200
Rockland.....	237	St. Esprit, N.S.....	do.....	Total, 12,000
Rosa.....	630	Mille Vaches.....	do.....	Partial, 4,000
Snipe.....	55	Off Petit de Grat, N.S.....	Strong tide and fog.....	Total, 800
Swiftsure.....	199	Western Shoal, Canso, N.S.....	Thick fog.....	Unknown.
Susan.....	146	Lingan Head, N.S.....	Snow storm.....	do
Terzo.....	1024	Red Island, R. St. L.....	Fog.....	Partial, 4,000
Vestalinden.....	459	English Point, G. St. L.....	do.....	do 5,700
Venezia.....	507	Scattarie Island.....	do.....	Not known.
Vandolana.....	1268	Fox Bay, Anticosti.....	do.....	Trifling.
Walton.....	557	Bay of Fundy.....	do.....	Total, 10,000
Whim.....	135	North Sydney, C.B.....	do.....	Partial, 4,500
Zerbeno.....	918	Lat. 47° 50' N., Lon. 60° 25' W.....	do.....	do 1,200
1879.				
Atila.....	1146	Lat. 46° 25' N., Lon. 59° 25' W.....	do.....	do 120
Angus Grant.....	70	Jordan Bay.....	do.....	do 1,500
Annie.....	1247	St. Antoine, R. St. L.....	do.....	Trifling.
Bucco.....	145	Scattarie Island.....	do.....	Partial.
Cyprus.....	1392	Anticosti.....	do.....	do 8,000
Cybele.....	1278	Hare Island Reef, R. St. L.....	do.....	do
Constantia.....	684	Escoumains, R. St. L.....	do.....	do 16,000
Diamond.....	39	St. John Harbor.....	do.....	do 100
Dauntless.....	35	St. Antoine.....	do.....	do 125
Ellida.....	256	Collision.....	do.....	do 545
Emma.....	167	Lat. 35° 25' N., Lon. 64° 6' W.....	do.....	do 3,000
Elie.....	121	Batchewan Harbor, Nfld.....	Current.....	do 3,500
Enterprise.....	42	Off Sheet in Island, N.S.....	Fog.....	do 500
Eleanor.....	899	Lat. 46° 50' N., Lon. 58° 30' W.....	do.....	do 4,000
Eliza.....	199	Carter's Cove, N.S.....	Snow storm.....	do
Evienne.....	1317	Red Bay, Labrador.....	Fog.....	Total, 270,000
Fear Not.....	64	Musquash Lighthouse.....	do.....	do 1,000

LIST of Ships Lost since 1868 in the Gulf of St. Lawrence, &c.—*Continued.*

Name.	Tonnage.	Where Lost.	Tide, Current or Fog.	Particulars.
1879.				
H. H. McAudy.....	74	Mistaken Point, Nfld.	Fog.....	Total, \$8,500
Harmonic.....	440	Gulf of St. Lawrence.	do.....	Not known.
Ida.....	149	Black Rock, C. B.	Snow storm.....	Total, 1,200
Janie R.....	44	Shelburne Harbor.....	do.....	do 3,900
J. Milbury.....	1078	Tor Bay, N.S.	Fog.....	do 43,000
J. Wright.....	419	Cape Wolfe, P. E. I.	do.....	do 10,000
Juvenile.....	49	Jeddore Ledges, N.S.	do.....	do 3,200
Lotus.....	829	Shag Island, Nfld.	do.....	do 10,000
Laura.....	457	Canso, N.S.	do.....	Partial, 4,000
Lily.....	368	Near Mount Desert.	do.....	do 1,500
Lydia.....	638	Manicouagan Shoal, R. St. L.	Snow and fog.....	Total, 25,000
Melinda Ann.....	53	Green Point Shoal, N.S.	Fog.....	Partial, 600
Milton.....	1250	Grand Etang, R. St. L.	do.....	Total, 25,000
Mary, Queen of the Seas.	108	St. Antoine, R. St. L.	do.....	Partial, 2,500
M. Octavie.....	539	do do	do.....	do 800
Ocean Gem.....	51	Whitehead, N.S.	Snow storm.....	Total, 4,000
Ocean Phantom.....	589	Anticosti.....	Fog.....	do 10,000
Pomona.....	1199	Lat. 46° 42' N., lon. 59° 18' W.	do.....	Partial, 12,500
Polino.....	524	St. Paul's Island.	do.....	Trifling.
Pilot.....	91	Isle Bois, Labrador	do.....	Total, 4,000
State of Virginia.....	2473	Sable Island.....	do.....	do 625,000
Sparkling Wave.....	38	Near Louisburg, C. B.	do.....	do 2,300
Wide Awake.....	77	Chebogue Ledge, N.S.	do.....	Partial, 300
Wily.....	13	Cross Island, N.S.	Snow storm.....	do 600
Wm. Jenkins.....	120	Gannet Ledge, Tusket, N.S.	Fog.....	do 7,200
W. T. Harward.....	667	Tory Island.....	do.....	do 4,000
Zinga.....	298	Cape Hogan, C. B.	do.....	Not known.
1880.				
Aspotogan.....	573	Richibucto, N.S.	do.....	Partial.
Alert.....	30	Barclay Sound.	do.....	Total, 6,000
Belona.....	295	Split Rock Cove.....	do.....	do 7,000
C. E. Robinson.....	551	Meehan's Island, B. of F.	Calm and currents..	Partial, 4,500
Ellen C.....	295	Cape Negro, N.S.	Fog.....	Total, 9,650
Florence C.....	33	Whitehaven, Harbor, N.S.	do.....	Not known.
Freedom.....	152	St. Peter's Bay, C. B.	do.....	Total, 3,000
Gondolier.....	1049	Sable Island.....	do.....	do 71,000
Iona.....	894	St. Paul's Island.	do.....	Partial, 100
Ideal.....	65	Rifeman's Reef, P. E. I.	do.....	do 400
Kate McDougall.....	196	Halifax Harbor.....	do.....	do
Orion.....	466	Near Custer, Maine.	do.....	Total, 9,000
Reviewer.....	991	Harbor Island, N.S.	do.....	do 25,000
Ripple.....	29	Off Cape Island, N.S.	Current.....	Not known.
Retriever.....	183	Shoal Point, N.S.	do.....	Total, 5,000
Royal Arch.....	67	Jumping Jack Ledge, N.S.	Fog.....	Partial, 5,567
Sam Shepherd.....	283	Schooner Reef.....	do.....	Total, 3,000
Saguenay.....	571	St. Mary's Bay, Nfld.	do.....	do 20,400
Souvenir.....	173	Langlade Beach, Miq.	do.....	do 8,000
Waldensian.....	1407	Near Pointe aux Trembles.	do.....	Trifling.
1881.				
Ashburne.....	1613	Mal Baie, Miquelon.....	do.....	Partial.
Argo.....	91	Ford Bar, Broad Sound	do.....	do 400
Anna Bel.....	30	St. Pierre Miquelon.	Strong tide.....	Total, 1,300
Alice Ada.....	309	Beaver Harbor, B. of F.	Fog.....	Partial, 1,500
C. Morris.....	138	Long Island, Maine.	Snow storm.....	Total, 3,000
C. B. Warren.....	52	Halifax Harbor.....	Thick fog.....	do 2,750
Catherine.....	294	North Cape, P. E. I.	Tides.....	do 4,860
Cyclone.....	90	Brier Island, Westport, N.S.	Snow storm.....	do 1,000
D. Campbell.....	845	Partridge Island, B. of F.	Fog.....	Partial, 1,650
Dart.....	98	Bay of Fundy.....	do.....	do 400
Ethel Blanche.....	398	Rifeman Reef, P. E. I.	do.....	Trifling.

LIST of Ships Lost since 1868 in the Gulf of St. Lawrence, &c.—Continued.

Name.	Tonnage.	Where Lost.	Tide, Current or Fog.	Particulars.
1881.				
Governor	595	Magdalen Islands.	Fog	Trifling
Happy Home	884	Off Yarmouth, N.S.	Snow storm.	Total, \$ 25,000
Hope	90	Lunenburg Harbor.	Thick and foggy	do
John Murphy	1472	Cape Spencer.	Thick fog.	Partial, 20,340
Jardine Bros.	523	Magdalen Islands.	Strong tide.	do 550
Larnax	898	Tangier, N.S.	Fog.	Total, 105,000
Linden	913	Partridge Island.	do	Partial, 5,000
Lartington	1136	Anticosti.	do	Total, 90,000
M. Margrithé	429	St. Paul's Island.	do	do 4,000
Nellie Brett	725	Red Head, Shelburne Lt., N.S.	Thick fog.	Partial, 13,000
Nota Bene	50	Bliss Island.	do	do 400
Avlona	1279	Traverse Lightship.	Foggy weather.	do 1,458
V. Amelia	187	North Beach, Richibucto.	do	do 1,650
1882.				
Alice May	56	Tusket, N.S.	Snow squall.	do 2,500
A. McVicar	116	Jonesport, Maine.	Thick fog.	Total, 5,000
Algiers	968	Green Island, Gulf St. Lawrence	Current.	Partial, 12,000
Atlas	616	St. Ann Shoal, River do	Thick weather.	do 3,108
Amazon	42	Pudding Island, N.S.	Fog	Total, 1,500
A. P. Odell	379	Off Yarmouth, N.S.	do	Partial, 500
Alida	556	Point Brulé.	do	do 4,000
A. Lawrence	160	Louisburg Harbor.	do and strong tide.	Total, 24,000
Bolgeeg	460	Sable Island.	do	do 18,000
Coban	683	East of Halifax.	Thick weather.	Partial, 500
Cupid	650	Manicouagan Shoal.	Fog	do 10,000
E. Hodgson	38	Pictou Harbor.	do	do 20
Effort	110	Near Canso, N.S.	Snow storm	do 1,100
Fanny	299	Rifleman Reef, P.E.I.	Thick fog.	do 1,300
Forest	66	Grand Manan	Fog	Total, 1,400
Gem	130	Cow Bay Bar.	Snow storm.	Partial, 1,000
General Pellissier ..	162	Isle Madame.	Fog	Total, 1,500
Hugh Ross	98	Machias, Maine.	do	Partial, 3,000
Hope	440	Little Metis.	do	do 3,080
J. L. Crossley	170	Mud Island, Tusket.	Thick fog.	do 2,700
Jardine Brothers	523	Diamond Point, Is'ld St. Pierre.	Fog	Total, 12,600
Lula B	70	Machias Bay, Maine.	do	do 1,490
M. Catherine	87	Off Cape St. Mary's, Nfld.	do	Partial, 100
Newport	168	Petit Manan, Eastport, Me.	do	Total, 3,500
Pioneer	91	Seal Island	do	do 5,000
R. Leach	88	Bon Portage Island	do	Partial, 2,900
Scud	482	Owen's Reef, Lunenburg Harbor	do	Total, 16,300
A. Brown	132	Quaco Ledges, Bay of Fundy.	Snow storm	do 6,500
Cedar Grove	2181	Cape Canso, Walker's Head.	Unknown current.	do 160,000
C. H. Bishop	81	Shelburne Harbor.	Snow squall.	do 6,500
Corinne	122	Malignant Cove, Pictou.	Snow storm.	Partial, 2,500
E. Clifton	112	Petit Manan Island.	Thick fog.	Total, 2,000
Ella	39	Cranberry Head, C.B.	Snow storm.	do 1,200
Empress	77	St. John Harbor	Tide	do 500
Landseer	427	Near New Brighton	do	Partial, 1,810
M. Prudentine	68	Codroy, Newfoundland.	Snow squall & current	Total, 1,300
St. John	248	Off Mount Desert, Me.	Thick fog.	do 10,000
Zinga	298	Cape Porcupine.	Snow storm.	do 6,500
1883.				
Admiral	508	Sambro Island.	Fog	Partial, 1,500
Adelaide	198	Miscou, Island, N.B.	Thick fog.	Total, 10,000
Amaranth	1198	Near Point Caribou.	Fog and snow.	Partial, 10,000
Annie Maud	447	Anticosti	Fog	Total, 16,175
Blomidon	563	Eatonville, N.S.	Tide.	do 8,000
Brantford City	1566	Arnold's Point, N.S.	Thick fog.	do 30,000
Britannia	444	Sable Island.	Thick weather.	do 62,500

LIST of Ships Lost since 1868 in the Gulf of St. Lawrence, &c.—Continued.

Name.	Tonnage.	Where Lost.	Tide, Current or Fog.	Particulars.
1883.				
Brothers.....	537	Cape Sable, N.S.	Snow storm.....	Total, \$ 10,000
Catherine.....	197	Whitehead, N.S.	Thick fog.....	Partial, 1,000
Cherub.....	40	Port Monton Head.....	Snow storm.....	Total, 1,800
Clandeboye.....	872	Off Grindstone Island.....	Fog and current.....	Partial, 3,200
Daylesford.....	901	Magdalen Islands.....	Dense fog.....	do 250
Edwin.....	1241	Anticosti.....	Fog.....	Unknown.
Emerald.....	75	Spit of Fox Island.....	Snow storm.....	Partial, 700
Filey.....	773	Flat Point, C.B.	Fog.....	do 600
Fortuna.....	135	Langley, Miquelon.....	do.....	Total, 5,000
F. E. Scammell.....	1349	Brigantine Shoals.....	do.....	Partial, 11,500
G. E. Smith.....	279	Grand Manan.....	do.....	Total, 3,500
Glen Dochart.....	802	Flat Island, N.S.	do.....	Unknown.
Isabella.....	198	Isle Basque, C.B.	Thick weather.....	Total, 8,000
James.....	31	Off Montmorency.....	Fog.....	do 12,000
John Murphy.....	1471	Tusket Islands.....	do.....	do 40,000
Kezia.....	141	Roy's Island, Mingonish.....	Snow storm.....	Partial, 2,600
Labrador.....	266	Near Mingan Island.....	Thick fog.....	Unknown.
Lepreaux.....	769	Lat. 43° 03' N., Lon. 63° 33' W.	do.....	Partial, 800
Lottie.....	139	Near Pictou light.....	Snow storm.....	do 3,900
Maid of Llangollen.....	223	Broad Cove, Digby, N.S.	Fog.....	Partial, 3,500
Marietta.....	639	Anticosti.....	do.....	do
Marion.....	1227	do.....	do.....	Total, 33,200
Mattie D.....	110	Chatham.....	Tide.....	Partial, 50
Melicite.....	1106	Trinity Bay.....	Fog.....	do 12,000
Maggie.....	85	Caribou Island, Pictou, N.S.	Snow storm.....	do 1,500
Minnie Gordon.....	640	North Cape, P.E.I.	Thick and hazy.....	Total, 9,000
Nancy.....	63	Taylor's Head, N.S.	Snow squall.....	do 1,600
Nelson.....	289	Anticosti.....	Current and fog.....	do 3,400
Neptune.....	66	St. Peter's Bay.....	Fog.....	Partial, 500
Ocean Bride.....	111	Off Libby Island, Me	do.....	Total, 4,500
Only Son.....	27	Cape Mispec.....	do.....	Partial, 55
Palander.....	467	Charles Island, N.S.	do.....	do 9,000
Phoenix.....	197	Port Medway Harbor.....	Snow storm.....	Total, 5,500
Rhiwindda.....	1329	Tor Bay, N.S.	Current.....	do 28,000
Ringleader.....	119	Cape Breton.....	Fog.....	do 3,500
Sailor's Home.....	93	Halifax Harbor.....	Thick weather.....	Partial, 600
Silver Moon.....	57	Guysboro', N.S.	Fog and gale.....	Total, 3,800
Solaris.....	219	Chedabucto Bay.....	do.....	Partial, 1,000
Swan.....	92	Point Michean, C.B.	Thick weather.....	Total, 3,300
Trial.....	43	Petipas Shoals.....	Fog.....	Partial, 700
Valetta.....	507	Port Monton Island, N.S.	Current.....	Total, 45,000
Viking.....	1685	Anticosti.....	do.....	do 70,000
Wm. Yeo.....	756	Cape St. Mary's.....	Dense fog.....	Partial, 2,550
1884.				
Acuba.....	1194	Ship Harbor.....	Fog.....	do 30,000
Amsterdam.....	3000	Sable Island.....	Current.....	Total, 440,000
C. R. C.....	248	Canso.....	Fog.....	Partial, 8,000
Colonsay.....	715	Coast of Nova Scotia.....	Current.....	do 5,000
Cora.....	233	do.....	Fog.....	Total, 9,000
Clara Rodgers.....	121	Sheet Harbor, N.S.	Current.....	do 4,900
Ethel Emerson.....	176	Coast of Nova Scotia.....	Fog.....	do 8,500
Eliza.....	205	do.....	do.....	do 1,400
Elizabeth Jane.....	131	Mingan Islands.....	Current.....	do 5,000
Fylgia.....	963	Perce.....	Fog.....	Unknown.
Freddie D.....	90	Cape Enrage.....	do.....	Partial, 1,700
Grey Parrot.....	97	Schooner Pond, C.B.	Current.....	do 1,500
Glad Tidings.....	75	Bunker's Ledge, Me	Fog.....	Total, 3,500
Inveralt.....	841	Pictou Island.....	do.....	Unknown.
Jumbo.....	51	Beeton's Point.....	do.....	Partial, 2,325
J. F. Whitaker.....	210	Goose Island, Nova Scotia.....	do.....	Total, 24,000
J. Wesley.....	45	Devil's Island, Halifax.....	do.....	do 1,000
K. Wilson.....	85	McMillan's Point.....	Current.....	Partial, 900

LIST of Ships Lost since 1868 in the Gulf of St. Lawrence, &c.—Continued.

Name.	Tonnage.	Where Lost.	Tide, Current or Fog.	Particulars.
1884.				
Kingbird.....	147	Cape Spear.....	Current.....	Total, \$ 10,000
Lincoln City.....	1750	Guysboro.....	Fog.....	Partial, 2,000
Landseer.....	427	Atlantic Coast.....	Current.....	Total, 20,000
Lottie E.....	107	Cranberry Head.....	do.....	Partial, 2,500
Moselle.....	139	Herring Cove.....	Fog.....	do 800
Newcastle City.....	1384	Little Hope Island.....	do.....	do 8,000
Oikaze.....	119	Country Harbor.....	do.....	Total, 800
Rothesay.....	148	Scattarie.....	do.....	do 17,000
Sea Breeze.....	189	Grand Manan.....	Snow squall.....	do 6,200
State of Maine.....	1145	Point Lepreaux.....	Fog.....	Partial, 61,000
Sea Nymph.....	43	Seal Rocks.....	do.....	do 316
Victor.....	128	Grand River.....	do.....	Total, 2,000
Veloz.....	54	Matinicas.....	do.....	do 2,000
Warwick.....	1648	Fox River.....	do.....	
Yarmouth.....	698	Yarmouth Island.....	Snow squall.....	do 17,000
1885.				
A. E. McDonald.....	148	Scatarie Island.....	Fog.....	do 2,000
Antwerp.....	573	Grand Manan.....	do.....	Partial, 8,450
Cora May.....	157	Sable Island.....	do.....	Total, 14,000
Concord.....	93	Chebucto Bay.....	do.....	Partial, 5,000
Clandeboye.....	872	Schooner Pond Rock.....	do.....	Total, 17,000
Cacouna.....	930	White Island.....	do.....	Partial, 8,000
Colombo.....	1234	Near Scatarie, C.B.....	do.....	do
C. Y. Gregory.....	88	Diligent River.....	Tide.....	do 300
Dominique.....	288	St. Pierre.....	do.....	do
E. Raymond.....	96	Gull Island.....	Fog.....	do 400
Edgar Stuart.....	183	Gull Rock.....	Currents.....	Total, 20,000
G. Embree.....	95	Shippegan.....	Fog.....	do 3,000
Grand Master.....	43	St. Pierre.....	do.....	do 800
Humacao.....	1714	Grand Manan.....	do.....	do 200,000
Maggie.....	71	Three Fathom Harbor.....	do.....	do 2,650
Norway.....	895	Off Ingonish.....	do.....	Partial, 2,300
Neptunus.....	391	Sheet Harbor.....	Tide.....	do 4,400
Palestine.....	1350	Shelburne.....	Fog.....	Total, 55,000
Rough and Ready.....	46	Three Fathom Harbor.....	do.....	do 1,200
Spirit of the Day.....	33	Cape Tormentine.....	do.....	do 1,615
Sarah Hunter.....	122	Bay of Fundy.....	do.....	Partial, 2,100
Spy.....	17	Fox Island.....	do.....	do 400
Tordens Kyold.....	673	Halifax Harbor.....	do.....	Total, 8,500
Wawalench.....	542	Grand Manan.....	do.....	do 12,000
W. H. Hatfield.....	115	Frying-pan Shoal.....	do.....	do 1,000
1886.				
Albert L.....	97	Anticosti.....	Fog.....	do 6,500
Aldwyth.....	218	Strait of Canso.....	Current.....	Partial, 1,000
Beulah.....	107	Whitehead, N.S.....	Fog and current.....	Total, 4,000
Benona.....	872	Aspy Bay, N.S.....	do.....	do 43,900
Birdie.....	126	Tor Bay, N.S.....	Fog.....	do 5,000
Champion.....	114	Quaco Beach.....	Snow storm.....	do 4,790
Champur.....	64	Dipper Harbor, N.S.....	do.....	do 2,000
Cygnat.....	95	St. Peter's Bay, N.S.....	Fog.....	do 1,600
Crete.....	1121	Cape Canso, N.S.....	Current.....	Trifling
Carrie Easler.....	154	Advocate Harbor Bar.....	Fog.....	Partial, 1,600
C. G. Crosby.....	55	Chedabucto, N.S.....	do.....	do 100
Crestline.....	117	Cape Spencer.....	do.....	do 300
Druid.....	101	St. John Harbor.....	Current.....	do 150
Damara.....	1145	Seal Island.....	Fog and current.....	do 1,000
Don Pedro.....	61	Mispec, N.B.....	do.....	Total, 1,200
E. Hooper.....	50	Port Nova, C.B.....	do.....	do 700
Ed. Rich.....	70	Shelburne, N.S.....	do.....	Partial, 125
Echol.....	181	Cape Breton.....	do.....	Trifling.

LIST of Ships Lost since 1868 in the Gulf of St. Lawrence, &c.—Continued.

Name.	Tonnage.	Where Lost.	Tide/Current or Fog.	Particulars.
1886.				
Florence F.	92	Sheet Harbor, N.S.	Fog.	Partial, \$ 200
Friendship	65	Quaco, N.B.	Snow storm.	do 300
Golden Fleece.	176	Schooner Pond, C.B.	Fog.	Partial, 100
H. S. Bridges.	167	Saint John Harbor	do	Total, 3,000
Hilda	719	Little Cariboo Entrance, N.S.	Currents and thick weather	Partial, 5,000
Harvest Home.	631	Anticosti	Thick weather.	Total, 7,500
Henry	1096	Moose Cove, Me.	do	do 27,000
J. L. Cotter	139	Head Harbor.	Snowstorm.	Partial, 400
John Northop.	125	Little Harbor, N.S.	Fog.	do 700
Katie Stuart.	370	Northumberland Straits.	Thick weather.	Total, 24,000
Ladora	12	Quaco Beach.	Currents.	Partial, 75
L. Soullard.	998	Flint Island, C.B.	Fog and currents.	do 4,000
Mystic	79	Black Rock Island.	do	do 50
Maid of Langallam.	223	Newfoundland.	do	Total, 2,500
Magnolia.	405	Scattarie Islands.	Tide & thick weather	do 10,000
Nesbit.	440	Gannet Rock, Bay of Fundy.	Fog.	do 2,200
Neva	190	Near Canso, N.S.	do	Partial, 500
Olivette	289	St. Paul's Island.	do and currents.	Total, 9,000
O. A. Carrigan.	350	Chedabucto Bay, N.S.	do do	Partial, 2,000
Olinda	251	Atlantic coast.	do	Total, 8,000
O. A. Carrigan.	350	Shoal Bay, N.S.	do and current.	Partial, 5,500
Philistine.	44	Goose Point, N.S.	do	Total, 440
P. Figari	598	Magdalen Islands.	do	do 15,000
St. Olaves.	572	Isle of Haute, Bay of Fundy.	do and tide.	Partial, 3,000
Scotswood.	230	Southwest Cove, Belle Isle.	do	Total, 5,000
Sisters.	15	Off Barrington, N.S.	do	do 1,200
Serapis.	1270	Canso, N.S.	do	Partial, 500
Sandnaes.	230	Halifax Co., N.S.	do	Total, 9,000
Wm. Law.	1599	Michaels Point, C.B.	Currents.	do 40,000
Yuba.	879	Montreal.	Fog	Partial, 1,000
Finn.	11	Buctouche Harbor.	do	do 140
Festino.	27	Musquash, N.B.	Tide and fog.	do 972
Karslie.	125	Mount Desert.	Fog	do 2,000
Lake Champlain.	1467	Off Matane.	do	do
M. L. Dunn.	179	Traridge Island.	Tides.	do 2,426
Mary B.	65	Moncton	do	Total, 900
Maggie Blanche.	45	Miquelon Head.	Fog	do 2,300
Rival.	74	Liverpool Bar, N.S.	Currents.	Partial, 45
Wandrahn	1255	Bryon Islands, St. Lawrence.	Fog	Total, unknown.
1887.				
Acacia	1150	Schooner Pond Ledges.	do	do do
A. P. Odell.	379	Near Mt. Desert.	do	Partial, do
A. L. M. Crowdis.	53	Wedge Island, N.S.	do	do 1,400
Busiris.	249	Point Wolf, N.B.	Tide	do 3,000
Clara	94	Cape Merangain.	Fog	do 450
Dominique	288	Cape Breton.	Currents.	Total, 8,500
Glenrath	1109	Flat Point, C.B.	Fog	Partial, unkn'wn
Herbert	198	Long Island, Digby Co., N.S.	do	do 2,000
Harmony.	102	Near Lake Advice, N.S.	Thick weather.	Total, 1,000
Ireland.	973	Brier Island.	Fog and smoke.	do 15,000
Iona	79	Sydney Harbor.	Fog	Partial, 25,000
J. L. Crossley	170	Glace Bay Shoals.	Snowstorm	do 1,250
Lyra.	99	Thomas Head.	Fog	do 1,000
Lyna	376	Middle Bay, Labrador.	do	Total, 8,000
Lizzie Lee.	87	Seal Island.	Currents.	Partial, 550
Mizpah	898	Simon's Point, C.B.	Fog	do 800
do	898	do	Currents.	Total, 10,000
Merrimac.	1119	Little Hope Island.	Fog	do 150,000
Norfolk	1158	Saint John Harbor.	do	Partial, 3,500
Portland	68	Mud Island.	do	do 400
Rapid	325	Manawogonish Island.	do	do 1,500

LIST of Ships Lost since 1868 in the Gulf of St. Lawrence, &c.—Continued.

Name.	Tonnage.	Where Lost.	Tide, Current or Fog.	Particulars.
1888.				
Rustic	66	Table Point, C.B.	Tide.....	Partial, \$ 250
Roma	1468	Peter Reef, C.B.	Fog	No damage.
Secret	293	Cape Mispec, N.B.	do	Partial, 4,500
Suez.....	591	Anticosti Island.	Currents.....	Total, 8,000
Unexpected.....	117	Near Yarmouth.....	Fog	Partial, 2,000
Westaway.....	259	Graham's Point, Gulf of St. L.	Thick weather and snow.....	do 6,000
J. L. B.	148	Cape Bald, N.B.	do	Total, 26,250
La Mode.....	26	East of Descouse, N.S.	Fog and tide.....	Partial, 335
Mayflower.....	23	Seal Island.....	Fog	Total, 600
Hebe	236	Bryon Island.....	Current	do 15,000
Lily E.....	118	Pubnico, N.S.	Snow storm.....	Partial, 3,700
Royal Arcanum.....	117	Port Lorne, N.S.	Thick weather.....	Total, 5,380
Mystic.....	79	Port Monton Island Ledge.	Current	do 4,000
O. A. Carrigan.....	350	Embru's Cove, N.S.	Fog	Partial, 25
John Bird.....	336	Mispic Point.....	do	Total, 4,000
Coban.....	1055	Green Island, St. Lawrence.	do	Unknown.
Jeanie.....	89	Strait of Canso.....	do	Partial, 1,600
Mazepa.....	474	Seal Island.....	Tide.....	About 4,000
Atlantis.....	1127	Anchor Point, Nfld.	Tides and thick weather.....	Total, 15,000
Unity.....	420	Fool's Cove, N.S.	Current	Partial, 2,000
Maria.....	228	Bird Rock, Gulf of St. Lawrence.	Thick weather.....	Unknown.
Atlantis.....	1127	Newfoundland Coast.	Tides.....	Total, 4,000
E. W. Gale.....	298	Mindoe Island, N.S.	Current	Not known.
John Purney.....	66	Wood Island, N.S.	Thick weather.....	Total, 6,800
A. Carcand.....	78	New Harbor Head, N.S.	Fog	do 920
Corinne.....	123	Mud Island, N.S.	Current	do 1,500
Our Annie.....	364	Anderson's Cove, N.S.	Fog and gales.....	Partial, 2,500
Charger.....	1041	Bonaventure Point, Que.	Current and thick weather.....	Partial, unknown.
Carrie.....	97	Hurricane Ledge, Holt Bay...	Current and thick weather.....	Total, 1,700
Thor.....	345	Musquodoboit.....	Fog	do 1,400
H. S. Taylor.....	36	Manawagonish Island.....	do	do 1,200
Anna Simpson.....	161	Scattarie Island.....	do and tide.....	Partial, 1,000
Little Fury.....	14	Robinson's Cove.....	Thick weather.....	Total, 340
Maggie M.....	429	Cape Negro Island.....	Current	do 5,900
Annie G.....	116	Negro Head, St. John, N.B.	do	do 5,030
Vesta.....	148	Cranberry Head.....	Fog	do 2,000
Beatrice.....	109	Hill Point, N.S.	do	do 7,500
Swift Current.....	163	Ingonish Harbor.....	Tide.....	do 3,000
Clifton.....	473	Off Point Judith.....	Fog	do 3,000
Snowdrift.....	58	Rocky Point.....	Snow Storm.....	Slight.
Annie Florence.....	35	Off Cape Bald.....	Fog	Partial, 1,500
1889.				
F. & F. Givan.....	109	Off Grand Manan.....	Fog	Partial, 1,000
Joseph.....	1542	do	do	do 8,000
John Somes.....	62	Off Port Hood, N.S.	do	Total, 1,700
Maud W.....	82	Coast of Maine.....	do	do 2,500
Emile.....	151	Magdalen Islands.....	do	do 2,850
Emma Proctor.....	40	Point Tupper.....	Tides.....	Slight, 50
Flora Dell.....	62	Off Cape Canso Island.....	Fog	Partial, 1,000
New Era.....	314	Cape Negro, N.S.	do	Total, 4,830
H. Eldridge.....	57	Bald Tusket.....	Current and fog.....	Partial, 3,200
Rapid Transit.....	80	Cape Sable.....	Tides.....	do 1,300
W. H. Dailey.....	93	Malpeque Bar.....	do	do 250
J. Dwyer.....	99	Cape Rosiers.....	Fog	Total, 312
Meteor.....	37	Cape Canso.....	do	Partial, 125
Chittagong.....	1240	Miramachi.....	Tides.....	Nil.
Boroma.....	793	Cape Ballard.....	Dense fog.....	Total, 4,000
Crestline.....	117	Off Coast of Maine.....	Fog	Partial, 4,000

LIST of Ships Lost since 1868, in the Gulf of St. Lawrence, &c.—*Continued.*

Name.	Tonnage.	Where Lost.	Tide, Current or Fog.	Particulars.
1889.				
H. Eldridge	57	Tusket Island	Fog	Partial, \$ 600
Festina Lente	80	Bryon Island	Currents	Total, 5,000
B. Morris	1119	Aspy Bay	do	Partial, unknown.
J. Millard	68	St. Andrew's Channel, N.S.	Fog	do 300
Victoria	504	Grand Manan, N.B.	do	Total, 90,000
Joan d'Arc	52	White Head	do	do 1,500
Montreal	2160	Belle Isle	do	do 150,000
Mary C.	103	Moncton	Tide	Slight, 70
Bessie	33	Ketch Harbor	Fog	Total, 600
Kinburn	1198	Point des Monts	do	do 20,000
Carleton Belle	132	Bull Rock, N.S.	Thick weather	Partial, 3,000
Geo. Killam	36	West Quoddy	Fog	do 500
H. A. Turner	505	Grand Manan	do	do 5,000
Harold	536	Barrington	do	Slight, 50
H. Churchill	112	Liverpool Harbor, N.S.	do	do 20
Matilda	80	Cape Sable Island, N.S.	Thick weather	Total, 3,000
Deddington	1410	Matane Reef	Currents	Partial, unknown.
Zephyr	27	East Point	do	do do

RETURN

(73)

To an ORDER of the HOUSE OF COMMONS, dated 24th February, 1890:—For a Return showing the number of Reports of the Geological Survey published, respectively, for each year of the last ten years, the number distributed gratuitously and the number still on hand.

By order.

J. A. CHAPLEAU,

Secretary of State.

OTTAWA, 13th March, 1890.

STATEMENT of the number of Annual Reports of the Geological and Natural History Survey of Canada, in English, which have been printed, sold and distributed between the years 1875 and 1888, also the number of copies or parts of copies which are in stock at present, 11th February, 1890.

Year.	Number Printed.	Number Sold.	Number Dis-tributed.	Number in Stock.	Remarks.
1875-76.....	2,400	353	1,557	490	
1876-77.....	3,000	347	1,543	1,110	
1877-78.....	3,500	332	1,636	1,532	
1878-79.....	3,500	345	1,931	1,224	
1879-80.....	3,800	364	1,832	1,604	
1880-82.....	3,500	418	1,920	1,162	
1882-84.....	3,500	364	1,999	1,137	
1885.....	2,000	372	1,393	235	
1886.....	2,000	*585	1,467	48	*Owing to delay in printing French Edition, English copies were sent to French members. General distribution not yet completed.
1887-88.....	2,000	357	418	1,225	

PARTS OF REPORTS, 1885.

Part.	Number Printed.	Number Sold.	Number Dis-tributed.	Number in Stock.	Remarks.
A	1,500	5	332	1,163	
B	1,500	37	399	1,064	
C	1,500	1	376	1,123	
CC	1,500	108	329	936	
D	1,500	3	423	1,074	
DD	1,500	1	404	1,095	
E	1,500	7	368	1,125	
G	1,500	0	345	1,155	
GG	1,500	4	388	1,108	
K	1,500	3	507	990	
M	1,500	2	379	1,119	

PARTS OF REPORTS, 1886.

Part.	Number Printed.	Number Sold.	Number Dis-tributed.	Number in Stock.	Remarks.
A	1,500	0	315	1,185	
B	1,500	27	289	1,184	
D	1,500	7	384	1,109	
E	1,500	71	481	948	
F	1,500	4	350	1,146	
G	1,500	9	353	1,138	
J	1,500	31	374	1,095	
M	1,500	0	406	1,094	
N	1,500	4	503	993	
L	1,500	0	513	987	
R	1,500	4	393	1,103	
S	3,500	12	1,604	1,884	Mineral statistics.
T	1,500	4	366	1,130	

PARTS OF REPORTS, 1887.

A	1,520	0	348	1,175	
B	1,520	81	383	1,056	
C	1,520	5	397	1,178	
E	1,520	127	390	1,003	
F	1,520	13	434	1,073	
H	1,520	101	520	999	
J	1,520	0	363	1,157	
K	1,520	4	347	1,169	
M	1,520	0	345	1,175	
N	1,520	0	360	1,160	
R	1,520	137	548	835	
S	3,500	23	1,956	1,521	Mineral statistics.
T	1,520	4	370	1,146	

STATEMENT of the number of Annual Reports of the Geological and Natural History Survey of Canada, in French, which have been printed, sold and distributed between the years 1875 and 1888, also the number of copies which are in stock at present, 11th February, 1890.

Year.	Number Printed.	Number Sold.	Number Dis-tributed.	Number in Stock.	Remarks.
1875-76.....	400	130	253	17	
1876-77.....	400	130	270	0	
1877-78.....	400	130	270	0	
1878-79.....	500	128	279	93	
1879-80.....	500	140	360	0	
1880-82.....	500	140	283	77	
1882-84.....	750	141	463	146	
1885.....	750	150	414	186	
1886.....	750	*	207	543	
1887-88.....	750				*English copies charged to French members. Edition in French not yet printed.

CORRESPONDENCE

(74)

Of the Governments of Ontario and Quebec, in reference to the Ownership of
the Beds of Harbours, Rivers, &c.

ONTARIO GOVERNMENT HOUSE, TORONTO, 8th November, 1888.

SIR,—I have the honour to transmit to you, herewith, for the information of the Dominion Government, copy of a letter from my Attorney General to the Honourable the Minister of Justice, relative to a letter from the Secretary of the Public Works Department of Canada, in which it is stated that the Department of Justice had reported that under the authority of "*Holman vs. Green*," C. S. C. R. 707, the title to the soil of a certain water lot in the Sydenham River in this Province, being part of a navigable stream, is not subject to the control of the Provincial Government, but is a matter in respect of which the Dominion Government and Parliament have absolute jurisdiction, a view for which my Attorney General asks the reconsideration of the Minister of Justice. This letter, for the sake of convenience in discussion, has been addressed by Mr. Mowat direct to Sir John Thompson; in sending a second copy to you, I desire only to retain the official character of the paper.

I have the honour to be, sir, your obedient servant,

A. CAMPBELL, *Lt.-Governour for Ontario.*

The Honourable the Secretary of State, Ottawa.

TORONTO, 6th November, 1888.

DEAR SIR,—Some correspondence between our Crown Lands Department and your Department of Public Works on the subject of a water lot on Sydenham River in this Province, has been referred to me. In the letter of the Secretary of Public Works it is stated that your Department had reported "that the lot in question being part of a navigable stream the title to the soil under the authority of *Holman vs. Green*, C. S. C. R. 707, is not subject to the control of the Provincial Government, but is a matter in respect of which the Dominion Government and Parliament have absolute jurisdiction." May I respectfully ask your reconsideration of this view?

I need not say that *Holman vs. Green* was not itself the case of a navigable stream, or a non-navigable stream, but referred to "public harbours" only. Now there are considerations to which I think (with much respect) your attention has not been called, and which show that the ground of that decision has no application to rivers or streams, and that according to, as well the proper legal construction of the British North America Act, as to its known and long acknowledged intention, rivers and their beds belong to the Province in which they are situate, subject of course, to the Legislative authority of the Federal Parliament in respect of "navigation and shipping," wherever this authority is applicable.

Mr. Mercier has been good enough to send me a copy of an Order in Council on the same subject dated 15th June last, and made on a report of yours dated 2nd June; these documents not having yet been communicated by your Government to this Province, or known before to myself.

Your report, as recited in this Order in Council, sets forth an opinion of the First Minister of Justice, Sir John Macdonald, approved of by Order in Council, 13th April, 1870, and thenceforward acted upon, "That, subject to any laws passed by the Dominion Parliament respecting navigation, the beach lots if still ungranted by the

Crown, belong, like other Crown Lands, to the Province of Quebec", that Province being named because the question arose on a communication from its Lieutenant-Governour with reference to a beach lot at Point Levis.

Your report is said to state that since the date of that Order in Council, the Supreme Court, in the case of *Holman vs. Green*, had decided that under the British North America Act all public harbours are the property of the Dominion, but that "it is considered that the principles therein laid down are equally applicable to all public harbours throughout Canada, and to rivers, these being mentioned in the third schedule to the British North America Act as being, as well as harbours, the property of Canada." The third schedule purports to set forth the "Provincial public works and property," which are "to be the property of Canada;" and the 108th section of the Act provides that the "public works and property of each Province enumerated in the third schedule of this Act shall be the property of Canada." This schedule contains ten particulars, of which "public harbours" constitutes one, being the second particular specified. Public harbours are, therefore, expressly declared to be the property of the dominion; and what *Holman vs. Green* decided was, that the expression "public harbours" was not limited to harbours which had been artificially constructed or improved at the public expense; and also that the expression included the foreshore of a natural harbour, used as such by the people.

Most of the ten particulars are of property created by the expenditure of public money. The ten are as follows:—

1. "Canals, with lands and water power connected therewith.
2. "Public harbours.
3. "Lighthouses and piers, and Sable Island.
4. "Steamboats, dredges and public vessels.
5. "Rivers and lake improvements.
6. "Railways and railway stocks, mortgages and other debts due by railway Companies.
7. "Military roads.
8. "Customs houses, post offices, and all other public buildings, except such as the Government of Canada appropriate for the use of the Provincial Legislatures and Governments.
9. "Property transferred by the Imperial Government, and known as Ordnance property.
10. "Armouries, drill sheds, military clothing and munitions of war, and lands set apart for general public purposes.

Thus "rivers" are not named in the same particular as "public harbours," but after naming public harbours, and after enumerating lighthouses, piers, steamboats, dredges and public vessels, "rivers" are mentioned in the fifth particular in association with "lake improvements." Now, is it not manifest that if the intention had been to make "rivers" and not merely "river improvements" to be the property of the Dominion, rivers would either have been named in a separate particular or have been associated with public harbours in the second particular, thus "rivers and public harbours." The ownership of our rivers, including their beds and shores, is not of inferior importance and value to the ownership of public harbours, but is, on the contrary, of immensely greater importance and value. I respectfully submit that the legal meaning of the fifth particular, which alone mentions "rivers" is improvements theretofore made by the confederating Provinces on rivers and lakes respectively; and such being the meaning the proper place for the word "rivers" is in the fifth particular, where we find it. The maxim *noscitur a sociis* affords a conclusive argument in confirmation of this construction.

Again; if the Dominion and not the Province was to have the "rivers" and the soil under the rivers, it is manifest that the same thing would, *a fortiori*, have been the case as respects lakes and the soil under lakes. No intelligible reason can be suggested for placing rivers and lakes on so different a footing in this respect.

The particular is general, "rivers and lake improvements." The recent report from your Department appears to recognize that the word does not carry to the Dominion the property in non-navigable streams; and the confessed unreasonableness or impossibility of including non-navigable streams affords another strong argument that the word is not to be read as giving to the Dominion the property in rivers, but only in improvements made on rivers.

Besides these and other reasons in support of the construction adopted by Sir John Macdonald and the Federal Government in 1870, and acted on in all the Provinces ever since Confederation, that construction has been expressly affirmed in several decided cases to which you do not refer, and which, I feel sure, had not been brought to your notice. One of these cases was a decision of the Court of Queen's Bench in Quebec, *Norman vs. the St. Lawrence Navigation Company*, decided on the 8th of March, 1879, and reported in 5 Quebec, L. R., 215; S. C., 2 Cart., 231. The case was an appeal from the decision of Mr. Justice Polette in the Superior Court, who had held that a Provincial patent, granting a water lot which extended into deep water at the mouth of the River St. Maurice, was void as *ultra vires*. The Court of Queen's Bench reversed this decision, and held that the patent was valid, and that the grant was subject to an implied restriction that it should not "in any way injure or interfere with the requirements of commerce and of navigation," these being matters of Federal jurisdiction. Tessier, J., who gave the judgment of the court, said that "as a matter of fact the object of such grants is to cause the building of wharves, the construction of improvements on the shores and along the rivers for the protection of navigation and the encouragement of commerce. This has been the interpretation given throughout the Dominion of Canada to that division of powers which results from the Federal compact."

The St. Lawrence Navigation Company did not appeal from this judgment, and it was acquiesced in throughout all the Province until the making of the Order in Council of June last, more than nine years afterwards.

So in the *Queen vs. Robertson*, 6 S. C. R., 62; S. C., 2 Cart., 65 (decided 28th April, 1882, one month after *Holman vs. Green*) Mr. Justice Gwynne, sitting in the Exchequer Court expressly held that the expression "rivers and lake improvements" meant river improvements and lake improvements, and that the rivers themselves were not thereby vested in the Dominion. Indeed the learned judge regarded this as so clear that he thought the other contention could scarcely have been seriously urged. His judgment in the action was confirmed by the Supreme Court, though not on all the same grounds. But the Chief Justice in the course of his judgment expressly said: "I cannot discover the slightest trace of an intention on the part of the Imperial Parliament to convey to the Dominion Government any property in the beds of streams"; and in a subsequent part of his judgment he asked: "Can it be disputed that under the 109th section the banks and beds of such rivers and streams belong to the several Provinces?" And Mr. Justice Strong said that "the Crown lands are expressly assured to the Provinces, and these include the beds of all such streams as that now in question." The stream in question was non-navigable, and the court had therefore not to consider the question of navigable streams. But so far from considering that the case of *Holman vs. Green*, decided a month before, involved the question of the beds of navigable rivers, the same learned judge expressly refers near the close of his judgment to that question as being undecided.

The point in question was adjudged in the same way in *Steadman vs. Robertson*, 2 Pugs. and B., N.B.R., 598.

The 109th section of the British North America Act declares that all lands, &c., shall belong to the several Provinces in which the same are situate. In legal effect, the word "lands" of course includes lands covered with water; and beyond what is the (I think) mistaken construction you happen to have placed upon the fifth particular in the schedule, in opposition to three express decisions which had not come to your knowledge. I see nothing in the Act which can be suggested to give the property in navigable or other streams and the beds thereof to the Dominion, unless that is

supposed to be implied in the right of the Dominion Parliament to make laws respecting "navigation and shipping." But nothing is more clear than that the mere power of legislating does not include or imply ownership in the subject of such legislation. Accordingly the 108th section provided what Public Works and property should alone be the property of Canada, though most or all the works and property named therein fell for purposes of legislation under the 91st section. I may specify one strong illustration of this. By the 91st section, pl. 9, the Dominion Parliament has exclusive jurisdiction to make laws respecting Sable Island, and yet, it being intended that that island should belong to the Dominion, Sable Island is expressly mentioned in the schedule of property which is to go to the Dominion. In fact comparatively little of the legislation of a country relates to Government property.

So far as to the legal construction of the Act. As to the actual intention of the confederating Provinces it is quite certain that the intention of the fifth particular was not to make "rivers" the property of the Dominion, but only improvements on rivers as on lakes. But for the word "rivers" being in the plural, and the word "lake" in the singular, I think you would agree with me that there would be no pretence for the new construction; the expression "river and lake improvements" would beyond doubt or controversy have been admitted to mean "river improvements" and lake improvements. I believe you had no personal knowledge of the intention of the confederating Provinces, and therefore I beg to point out that in the corresponding Quebec Resolution of 1864, the expression is "river and lake improvements" not "rivers and lake improvements," and it is an historical fact that the serious change of giving to the Dominion the rivers themselves and not River improvements only, was never before or afterwards proposed by any one. The addition of the letter "s" to the word "river" was an unobserved mistake of some copyist or printer, and any possible argument which the mistake permits in favour of the new construction occurred to nobody for twenty-one years after the passing of the Act.

Most of our rivers, as you are aware, have no "improvements" throughout their whole course; and of the rest, the improvements generally affect but a small part of the rivers on which they have been made. If in point of law adding the letter "s" to the word "river" does make so enormous a change in the meaning as to vest in the Dominion, not river improvements only, but all rivers whether having improvements or not, I am sure that you will not approve of advantage being taken of the clerical mistake.

I understand from the secretary's letter that the Dominion Government now confine the Dominion claim to navigable streams, but as I do not see anything to prevent the claim being afterwards extended to all rivers, and all lands situate on rivers, contrary to the certain intention of the Act, and to its accepted construction for the twenty one years which have elapsed since its passing.

I should be glad to find that upon reconsidering the question, with the additional material which I have had the honour of bringing to your notice, you see your way to advising the abandonment of this new claim. If you do not see your way to this, may I hope that you will concur with the Provinces in some immediate proceeding for the purpose of having the legal question authoritatively decided by the courts? The uncertainty created by the Order in Council of June last paralyzes all dealings with the lands on the rivers of the several Provinces which were ungranted at the time of Confederation, as well the lands which have been granted since, as the lands which remain ungranted. I presume there is hardly a county or district in any of the Provinces in which such lands are not to be found, and in many counties and districts they are of immense extent.

I have the honour to be, dear sir, your obedient servant,

O. MOWAT.

The Honourable Sir JOHN S. D. THOMPSON, K.C.M.G., Minister of Justice, Ottawa.

GOVERNMENT HOUSE, QUEBEC, 26th November, 1888.

SIR,—Referring to your despatch of the 21st June last, No. 3032, Fyle No. 2420, transmitting a copy of an Order of His Excellency the Governor General in Council, dated 15th June last, with reference to the disposal of beach lots in the Province of Quebec, I have the honour to enclose to you a memorandum from my First Minister on the subject, and to request you to be good enough to lay it as soon as possible before His Excellency the Governor General in Council.

I have, &c.,

A. R. ANGERS, *Lieut.-Governour.*

Hon. J. A. CHAPLEAU, Secretary of State, Ottawa.

To His Honour the Honourable A. R. ANGERS,
Lieutenant-Governour of the Province of Quebec.

MAY IT PLEASE YOUR HONOUR,—On the 23rd June last a copy of an Order in Council, dated 15th June last, with reference to the beach lots in this Province, was transmitted by order of your Honour to the Provincial Secretary's office.

The substance of the said Order in Council, which is based on the report from the Honourable the Minister of Justice, is as follows:—

1st. That another Order in Council was adopted on the 13th April, 1870, with the following conclusions:—

“The Honourable the Minister of Justice reports that he is of opinion that subject to any laws passed by the Dominion Parliament respecting navigation, the beach lots, if still ungranted by the Crown, belong like other Crown lands to the Province of Quebec.”

2nd. That since the date of that Order in Council, the Supreme Court of Canada, in the case of *Holman vs. Green*, has decided that under the British North America Act all public harbours are the property of the Dominion Government, and consequently the foreshore of such harbours is vested in the Crown as represented by the Dominion Government; that this case was decided in regard to a harbour in Prince Edward Island, but it is considered that the principles therein laid down are equally applicable to all public harbours throughout Canada and to rivers, these being mentioned in the third schedule to the British North America Act as being, as well as harbours, the property of Canada.

3rd. That the Honourable the Minister of Justice has been given to understand that, acting upon the faith of the foregoing Order in Council, patents of water lots in harbours and rivers in the Province of Quebec, including the foreshore of the River St. Lawrence have been from time to time issued by the Lieutenant-Governour of that Province.

4th. That the Honourable Minister without expressing an opinion whether your Excellency in Council should recognize as valid such patents, deems it to be the duty of your Excellency's Government to recede from the position assumed in the Order in Council referred to and to declare that your Excellency alone has, by the decision of the Supreme Court of Canada, any authority to grant or deal with the lands referred to in such Order, and that the Government of the Province of Quebec should be at once informed of this determination in order they may govern themselves accordingly.

Your Honour has acknowledged the receipt of that despatch, transmitting to you the said Order in Council, stating that a special answer would be made thereto.

I have the honour to submit the said answer, and to request you to be good enough to transmit it to the Honourable the Secretary of State to lay it before His Excellency the Governour General in Council.

This question being of the utmost importance for the Province, I deemed it my duty to submit it to my colleague the First Minister of Ontario, in order to determine with him what would be the best steps to take under the circumstances; and after correspondence and conversation having been had with him, I have the honour to submit the following:—

The only authority invoked in the Order in Council transmitted, is the judgment *re Holman vs. Green*, rendered by the Supreme Court of Canada on the 4th May, 1881, 2, Cartwright's cases on the B. N. A. 147). The Honourable Judges Ritchie, Chief Justice Strong, Fournier, Henry and Gwynne were present.

The fact that this judgment is the only authority invoked is important, as, in my humble opinion, it does not apply to beach lots.

In this case the question was one concerning public harbours, and there is a good summary of it in the judgment itself at the head of the report, which reads as follows:—

‘The public harbours’ which, by the British North America Act are declared to be the property of the Dominion, include all harbours, together with the bed and soil thereof, which the public have the right to use, and are not limited to such as at the time of Confederation had been artificially constructed or improved at the public expense; and where a grant of part of the foreshore of a natural harbour used as such by the public, was made by the Provincial Government of Prince Edward Island subsequent to the admission of that Province into the Union, the grant was held to be invalid.”

It is not necessary, in the interests of the present case, to discuss this decision which may be well founded in principle and which is exclusively based on clause 108 of the Dominion Act, which reads as follows:—

“The public works and property of each Province enumerated in the third Schedule of this Act, shall be the property of Canada.”

The above mentioned third Schedule is intitled:—

“Provincial public works and property to be the property of Canada.

“1st. Canals, with lands and water power connected therewith.

“2nd. Public harbours.”

There can be no doubt that under clause 108 of the Dominion Act and the third schedule thereto annexed, the public harbours are declared to be the property of the Dominion, and the meaning of the decision *re Holman vs. Green* is that the words “public harbours” must not be limited to such as at the time of Confederation had been artificially constructed or improved at the public expense, but that expression also includes the foreshore of a natural harbour, used as such by the public.

The decision does not go any further, and I respectfully submit that it is not possible to legally find therein the justification of the conclusion arrived at by the Honourable the Minister of Justice when he states, in the report on which was based the Order in Council referred to, that “His Excellency alone has, by the decision of the Supreme Court of Canada, any authority to grant or deal with the lands referred to in such Order in Council.” * * *

If this question of the ownership of beach lots was not submitted and therefore decided in the case of *Holman vs. Green*, it has been directly and formally decided by the Court of Appeals *re Normand vs. St. Lawrence Navigation Company* (5 Quebec Law Reports, p. 215), the judgment of which read as follows:—

“That letters patent for beach lots and deep water lots in the St. Maurice River, which is a navigable river, have been issued by the Government of the Province of Quebec, and that such letters are not *ultra vires* of the said Government.”

That judgment was delivered unanimously on the 8th March, 1879, by the Court of Appeals, composed of the Honourable Justices Dorion, Chief Justice Monk, Ramsay, Tessier and Cross. It was on an appeal from a judgment of the Superior Court of the District of Three Rivers, (Polette, Judge), which had declared those letters patent to be invalid (4 Quebec Law Reports, p. 1), and in delivering the judgment before the Court of Appeals His Honour Judge Tessier made use of the following words:—

“A mistake was made in that judgment by declaring the invalidity of those letters patent. Those letters patent were for beach and deep water lots belonging to the Province of Quebec, under the tacit restriction that they would not, in any way, interfere with the requirements of trade and navigation. If the letters patent did interfere, the Dominion Government would cause them to be set aside for that

reason. It might be stated that it would have been preferable to add to the said letters patent a clause to the following effect: "Provided they do not interfere with trade and commerce," but they cannot give more rights than the parties have reasonably intended to stipulate.

"The object of similar concessions is the construction of wharves and improvements on the shores and along the rivers to protect navigation and promote trade.

"Such was the interpretation given everywhere in the Dominion of Canada to that division of powers resulting out of the Federal Act."

The following is the judgment as reported in 10 *Revue Légale*, p.p. 525 and 526:—

"Whereas among the powers vested in the several Provincial Governments by section 92 of the British North America Act, 1867, is that to administer and to sell public lands belonging to the Province, and that this right includes that to sell and dispose of beach and deep water lots which form part of the territorial domain of the Province.

"And whereas the Government of Quebec has not exceeded its powers in granting the appellants the letters patent dated 1st September produced in this case."

That that decision of the Court of Appeals has the effect of a judgment, at least with respect to this Province, since the parties have accepted it without a new trial.

I can furnish no better proof of the influence of that judgment on the present case, than the following extract from the appellant's factum, so ably prepared by the Honourable François Langelier their counsel, pages 521 and 522, 10 *Revue Légale*.

"The case now submitted to your Honours is of very great importance, although the amount claimed by the plaintiffs is only \$250. The reason of that importance is that the judgment rendered in this case by the Superior Court, annuls letters patent granted by the Government of the Province of Quebec, and denies a right exercised since Confederation.

"The plaintiffs are only indirectly interested in the final issue of the present case, the Province of Quebec is their guarantee. If the judgment of the Superior Court, of which there is an appeal, was confirmed, the Government of the Province of Quebec would be placed in an exceedingly difficult and critical position with respect to persons to whom similar letters would have been granted. Quite a number of important works have been made by holders of similar patents, at Point Lévis, Quebec, Three Rivers and everywhere along the shores of the St. Lawrence and on all navigable rivers tributaries of the St. Lawrence.

I admit that by the provisions of the British North America Act, the Government of the Province of Quebec cannot make regulations concerning the navigation of the St. Lawrence and of navigable rivers of the Province, but to infer from that that the Government of the Province of Quebec cannot grant deep water lots, is giving too great an extension to this clause of the Dominion Act, and is depriving the Province of Quebec of one of its principal rights and privileges.

For nobody can deny that the Province of Quebec is proprietor of the public lands belonging to the Province of Lower Canada, and that the Province of Quebec has always enjoyed the possession of its beaches as far as deep water, and the right to sell and dispose of them under certain conditions.

A great number of those patents were granted up to this day by the Government of the Province of Quebec.

I may be permitted to submit a few remarks in support of this judgment:—

If the shore of the sea, rivers and lakes belong to the Dominion Government, the administration and control of these lots ought to belong to some of the departments of the said Government.

The only departments which, by the Dominion laws, have rights and privileges with respect to lots of this nature, are the Departments of the Interior, Public Works and Militia and Defence. Those laws do not make any mention of the beaches in question.

The lands under the control of the Department of the Interior are enumerated in section 4 of chapter 22, of the Revised Statutes of Canada, and this detailed enumeration does not include sea, lake or river shores.

Section 7 of chap. 36 of the Revised Statutes enumerates the lands under the administration and control of the Department of Public Works, and here again beach lots are not enumerated therein.

The powers and attributions of the Department of Militia and Defence are defined in sections 4, 6, 7, 8, and 9 of chap. 41 of the Revised Statutes of Canada and these dispositions do not contain any mention of beach lots.

According to the rule of interpretation of laws:—*inclusio unius fit exclusio alterius*—we must inevitably arrive at the conclusion, that if the Dominion Parliament, in all those laws passed in 1886, did not include sea, lake and river shores as Dominion Government property, it must have been acknowledged that the beaches in question do not belong to the Dominion authorities.

There are other official documents issued by the Dominion Government, clearly establishing that fact: The general report of the Minister of Public Works from the 30th June, 1867, to the 1st July, 1887, enumerates in a detailed manner all properties, lands, &c., belonging to the Dominion Government and makes no mention of sea, lake or river shores, except the portions occupied by public works: canals, lighthouses, wharves, fortifications or other works (see schedule No. 36).

Chapter 39 of the Revised Statutes of Canada "respecting expropriation of lands," enumerates, in section 19, the lands vested in Her Majesty, as represented by the Dominion Government. That section does not mention the shores as belonging to the Federal Government, on the contrary it declares that the only portion of these shores belonging to the Dominion authorities is that which may have been acquired for harbour purposes, or for other works:—

Sub-section 3 of section 7 of the Quebec Consolidated Railway Act, 1880, disposes "of the public beaches, or of all lands covered by the waters of all lakes, rivers, streams or canals or of their respective beds," in favour of railway companies, which positively affirms the right of the Province to own these beaches. This statute has not been disallowed by the Dominion Government, it must therefore be concluded that it has acknowledged the said right to the Province.

The same remark applies to the two other Provincial Statutes 46 Vic., c. 8 and 47 Vic., c. 27. The first of those Statutes (46 Vic., c. 8) is intitled:—"An Act respecting the management of public lands adjoining non-navigable streams and lakes in the Province of Quebec and the exercise of fishing rights thereto, pertaining" and the first section reads as follows:—

"The Commissioner of Crown Lands or any officer or agent under him authorized to the effect, may grant leases of such of the public lands of the Crown as are situated along the banks of such rivers and lakes in the Province of Quebec, where the exclusive right of fishing is vested in the Crown as the riparian proprietor, at such rates and subject to such conditions, regulations and restrictions, as may from time to time be established by the Lieutenant-Governour in Council, and which shall be published in the Quebec Official Gazette."

The second of those Statutes (47 Vic., c. 27) is intitled:—"An Act to amend the Act of this Province, 46 Vic., c. 8, respecting the management of public lands adjoining non-navigable streams and lakes in the Province of Quebec, and the exercise of the fishing rights thereto pertaining," and the first section of this Act reads as follows:—

"1. Section 2 of the Act 46 Vic., c. 8, is repealed and the following substituted in lieu thereof:—

"2. No lease shall be so granted for a period longer than five years from the date thereof, and in the case of lands situate along rivers known as 'salmon rivers,' leases therefor shall be made only to and in favour of the highest bidder, and after the same shall have been put up to public competition, of which at least one month's notice shall be given in the Quebec Official Gazette and in such other way as to the Commissioner of Crown Lands may seem the most advantageous.

"Provided always that the prices offered be at least equal to the upset price fixed by the Commissioner, and that if not sold, the Commissioner may afterwards, by private sale, dispose of the said leases at such upset price or for a greater sum.

“Whenever a lease of lands, previously under lease to one person, is adjudged to another person, the new lessee shall be held to indemnify the previous lessee for the real and not artificial value of any necessary buildings or improvements existing on the land leased, which value, in case of any difference of opinion, shall be definitely fixed and determined by the Commissioner of Crown lands, and such new lessee shall not be entitled to receive a lease until he shall have furnished proof that he has so indemnified the previous lessee.

“And if in consequence of any incorrectness of survey, or other error or cause whatsoever, a lease is found to comprise lands included in a lease of a prior date, the lease last granted shall be void in so far as it interferes with the one previously issued, and the holder or proprietor of the lease so rendered void shall have no claim for indemnity or compensation by reason of such avoidance.”

This right of ownership has been, more recently and in still more formal manner, recognized by the Dominion Government.

A large number, not to say the greater number of the beach lots in Lévis, crossed by the St. Charles branch line, have been sold by the Quebec Government. Since 1867 the Dominion Government, who built this line, purchased at exorbitant prices part of the lands thus sold by the Quebec Government. It is evident that if it had not recognized the right of the Province to own these beach lots, even in the port of Quebec, no notice would have been taken of sales thus effected by the Provincial authorities and the owners or holders would have been prosecuted, they having recourse against the Provincial Government. In the several expropriation cases submitted to the courts by the Dominion Government the right of the Province or of the grantees to own these lots was never questioned.

From the above it is evident that, by its legislation and acts of administration, the Dominion Government has always and invariably admitted the right of the Province to own these beach lots as determined by the Confederation Act.

Far from being granted by the Imperial Act or by other statutes to the Dominion Government, these beach lots are formally and expressly granted to the Provincial Governments by the British North America Act, Sec. 109, which reads as follows:—

“All lands, mines, minerals and royalties belonging to the several Provinces of Canada, Nova Scotia and New Brunswick at the Union, &c. * * * shall belong to the several Provinces of Ontario, Quebec, Nova Scotia and New Brunswick, in which the same are situate or arise.”

This clause is as general as possible and gives all lands situated in the Province of Quebec to the Province of Quebec. Beach lots are lands as lake and river beds, and therefore belong to the Province of Quebec. There is no exception in law, and consequently there ought to be none in fact.

Attention is particularly called to the logical conclusion to be drawn from the proximity of the two clauses in question. Clause 108 gives to Canada the public works and property of each Province enumerated in the third schedule, and immediately following, clause 109 declares on the contrary that all lands situated in the Province of Quebec belong to it. It is quite clear for any person who reads with care these two clauses and the third schedule, that besides public harbours, all that clause 108 gives to the Dominion Government are works built with money, while section 109 gives the soil, the ground.

The Supreme Court adopted the above meaning in the case of the Queen and Robertson (2 Cartwright's cases on the B. N. A. Act, 65 *et seq.*).

The following are the words used by the Chief Justice, Sir William Ritchie:—

“Such being the state of matters at the time of Confederation, I am of opinion that the legislation in regard to inland and sea fisheries contemplated by the British North America Act was not in reference to ‘property and civil rights’—that is to say, not as to the ownership of the beds of the rivers, or of the fisheries, or the rights of individuals therein, but to subjects affecting the fisheries generally, tending to their regulation, protection and preservation, matters of a national and general concern and important to the public, such as the forbidding fish to be taken at im-

proper seasons, in an improper manner, or with destructive instruments, laws with reference to the improvement and increase of the fisheries, in other words, all such general laws as inure as well to the benefit of the owners of the fisheries as to the public at large, who are interested in the fisheries as a source of national or provincial wealth, in other words, laws in relation to the fisheries, such as those which the Local Legislatures were, previously to and at the time of Confederation, in the habit of enacting for their regulation, preservation and protection, with which the property in the fish or the right to take the fish out of the water to be appropriated to the party so taking the fish has nothing whatever to do, the property of the fishing, or the right to take the fish, being as much the property of the Province or the individual as the dry land or the land covered with water. I cannot discover the slightest trace of an intention on the part of the Imperial Parliament to convey to the Dominion Government any property in the beds of streams or in the fisheries incident to the ownership thereof, whether belonging, at the date of Confederation, to the Province or individuals, or to confer on the Dominion Parliament the right to appropriate or dispose of them, and receive therefor large rentals which must unequivocally proceed from the property, or from the incidents of property in or to which the Dominion has no shadow of a claim; but, on the contrary, I find all the property it was intended to vest in the Dominion specifically set forth, nor can I discover the most remote indication of an intent to deprive either the Provinces or the individuals of their proprietary rights in their respective properties, or in other words, that it was intended that the lands and their incidents should be separated and the lands continue to belong to the Provinces and the Crown grantees, and the incidental right of fishing should belong to the Dominion or be at its disposal. I am at a loss to understand how the Dominion, which never owned the land, and, therefore, never had any right to the fishing as incidental to such ownership without any grant, statutory or otherwise, without a word in the statute indicating the slightest intention to vest the rights of property or of fishing in the Dominion without a word qualifying or limiting the right of property of the Provinces in the public lands, can now successfully claim to have a beneficial interest in those fisheries, and authority to deal with such rights of fishing as the property of the Dominion, and claim to rent or license the same at large yearly rents, and appropriate the proceeds to Dominion purposes. I had formerly occasion to point out that the public works and property of each Province, which, it was intended, should be the property of Canada, were enumerated in the 3rd schedule, and that neither by express words, nor by the most forced construction, could the slightest inference be drawn that the public lands of the Provinces or their incidents were intended to be vested in the Dominion, and that the express words of section 117 as clearly and unequivocally established that the Provinces were to retain all their respective public property not otherwise disposed of by the Act, and that, as if to place the question beyond a peradventure, section 109 provided that all lands, mines, &c., belonging to the several Provinces of, &c., and all sums then due and payable for such lands, mines, &c., should belong to the several Provinces in which the same are situate or arise, subject to any trusts existing in respect thereof, and to any interest other than that of the Province in the same.

"I reiterate what I on a former occasion intimated that at the time of the union the entire control, management and disposition of Crown lands, and the proceed of the public domain, were confided to the executive administration of the Provincial Government, as representing the Crown for the benefit of the Provinces respectively and to the legislative actions of the Provincial Legislatures, so that the Crown lands, though standing in the name of the Queen, were with their accessories and incidents, to all intents and purposes, the public property of the respective Provinces in which they were situate, and this property, the Imperial Act, by clear unambiguous language, has, we have seen, declared shall, after Confederation, continue to be the property of the Provinces, and I cannot discover any intention to take from Provincial Legislatures all legislative power over property and civil rights in fisheries, such as we are now dealing with, and so give to the Parliament

of Canada the right to deprive the Province or individuals of their property therein, and to transfer the same or the enjoyment thereof to others, as the license in question affects to do. (Pages 93 and 95).

"As a necessary consequence of what I have said, the Minister of Marine and Fisheries has no authority to issue a lease of the bed of such river as this where it passes either through ungranted or granted lands, and I have an equally strong opinion that the Dominion Parliament has no legislative power or authority to authorize him to issue, as against the owner, a license for fish as a franchise or right apart from the ownership of the soil, whether owned by the Province or an individual. I am at a loss to conceive how it is possible for the Minister to have that power over lands owned by the Province, and have the same power over lands owned by private individuals. The franchise or right is in the private individual by virtue of his property in the bed of the stream, and this he obtains by virtue of the grant from the General Government, why then should the Province not have the same franchise or right by virtue of its property in the soil bank and bed of the river?" (Page 96 and 97.)

"Can it be disputed that under the 109th section the bank and beds of all such ungranted rivers and streams belong to the several Provinces? Where, then, do we get any language severing the right to the fisheries from the property or title to the soil or bed of these rivers or altering in any way the title or ownership of the lands including the banks and beds of rivers passing through them, or any of the rights incident to the same?" (Page 97 and 98.)

Does it not seem in reading those remarks of the Chief Justice, that His Honour's desire was to prevent all false interpretation of the judgment *re Holman vs. Green* and that by this strong distinction between the right of the Province to own, and the right of the Dominion to control, he has condemned in admitting, I humbly submit, the application made in June last, by the Order in Council of that date, of the decision in the case of *Holman and Green*.

This distinction is still made stronger by Judge Fournier, in the following remarks:—

"In a late case, I had occasion to say, and I repeat it that the Federal Government has without doubt the power of touching incidentally on matters which come under the jurisdiction of the Provinces. But in my opinion this power does not extend beyond what is reasonable and necessary to legislation having solely as its object the legitimate exercise of a power conferred on the Federal Government. This rule cannot any more than any other be of general application. However, applied to the present question, it is, I believe, easy to reconcile the respective interests of the two Governments. Section 91, sub-section 12 of the British North America Act in giving to the Federal Government the power of legislating as to the fisheries, does not assign to it the right of property in them. It does not take them from the owners or existing possessors in order itself to appropriate them. Neither is it thus that this section has been interpreted by the Act 31 Vic., cap. 60, passed a very short time after the Confederation Act. The second section declares expressly that the Minister of Marine and Fisheries may, where the exclusive right of fishing does not already exist by law, issue or authorize to be issued fishery leases and licenses for fisheries and fishing, wheresoever situated or carried on. As we see the rights of all those who had any interest or ownership in the fisheries are respected with regard to the right of property, neither the Federal Act nor the Fisheries Act have made any change in the state of things existing before Confederation. The ownership remains where it was before. There is not then in this respect any encroachment on the side of the Federal power. If the action of the Department of Marine has not been consonant with this principle, as in the present case, such action is void. While thoroughly respecting the right of fishing as property, could not the Federal Government exercise, in the general interest of the Dominion, a right of oversight and of protection? I think it could, and that this is precisely the object of the powers of legislation which have been granted to it on this subject.

There is not, in my opinion, any incompatibility between the exercise of this power and the exercise of the right of fishing as a right of property in other hands than those of the Government." (Pages 112 and 113.)

The conclusion of the Order in Council of June last, which I am now discussing must be accepted with all its logical consequences, and one of the consequences is, that all the rivers belong to the Dominion, by virtue of the English text of paragraph 5 of schedule 3, of the British North America Act, which reads as follows:—

"Rivers and lake improvements," I say "English text" with intention, for there seems to be a great difference between that text and the French one which reads as follows:—

"Améliorations sur les lacs et rivières."

It is quite evident that by the French text, the right to own the rivers is not given to the Dominion, but merely the improvements made on lakes and rivers.

I am not ready to admit that the English text, according to ordinary rules gives the ownership of the rivers to the Dominion, but I may say it would be the consequence of the conclusion of the said Order in Council. The difficulty of interpretation arising out of the English text, is that the word "rivers" is plural instead of being singular as the word "lake." It is rather interesting to find out how that "s" got placed there. I have in my hands the text as introduced in the House of Lords, on the 12th February, 1867, and I must admit that the unfortunate "s" is there. But it is fair to remark that it is the first time it appears there.

The English text of the 5th Resolution of the Quebec Conference, 1867, reads as follows:—

"1. * * * *

"2. * * * *

"3. * * * *

"4. * * * *

"5. River and lake improvements, and if we refer to the Journal of the Legislative Assembly of Canada, of the 14th March, 1865, English version, page 208, we find an address to Her Majesty, as voted by the House and containing article 5, as follows:—River and lake improvements."

On the other side, at all times the French version has remained unchanged, that is to say:

"Améliorations sur les lacs et rivières."

Lastly, when the Imperial Statute, which gave us our present constitution, was sent from England, it was inserted in both languages in the Statutes of Canada, and may correctly be said that Federal authorities who undertook to give us a French translation of this important statute, are not only the authors of the translation, but they are also responsible for it.

In the Statutes of Canada, 1867, the first part, 31 Victoria, in schedule 3, page 41, the following words are found:

"5. Améliorations sur les lacs et rivières."

It can be concluded from all the above facts that the presence of the "s" in the English word "rivers" is a mere typographical error.

Those are the opinions expressed by His Honour Judge Gwynne in the Exchequer Court in the said case of the Queen and Robertson (2 Cartwright's cases on the B. N. A. Act, 144).

"It was urged, it is true, but scarcely I think seriously that by force of the 108th section of the British North America Act, and of the 5th item of the 3rd schedule annexed to the Act, namely: rivers and not lake improvements, the bed and the soil of the Miramichi, as well as the beds and soil of every river in the Dominion is declared to be the property of Canada, the sole ground for this contention is that the word 'rivers' as printed in the schedule is plural while the word 'lake' is singular, and that if it had been intended that the word 'improvements' should be read in connection with the former as well as the latter it would have been printed river in the singular as in the word lake. To this it was replied, that the

absence of a comma after a word 'rivers' afforded as good an argument, that the word improvements was intended to be read in connection with the word 'rivers' as with 'lake,' notwithstanding the affix of a final 's' to the former."

"I confess I think both arguments are of about equal weight, and I do not think it profitable to enquire whether the affix of the letter 's' or the omission of a comma in the fact of the printed Act of Parliament, for by section 108 of the Act it is clear that the things which are by that section made the property of Canada are the public works and property of each Province enumerated in the third schedule. Whether, therefore, the word be printed 'river' or 'rivers' in the third schedule the result is the same, and the word 'improvements' must be read with it to indicate the 'public work,' which having been the property of the Province in which it had been situate is made the property of Canada."

I do not think it is necessary to say anything more on the subject, and I trust that the above considerations offered with all due respect to the Honourable the Minister of Justice will induce him to reconsider this important question, which has so great an interest for the Confederate Provinces.

I may be allowed to express the hope, that after having re-examined the question with all due care and attention, the Honourable Minister will conclude that the Dominion authorities must withdraw the conclusions in the said Order in Council of the month of June last, and exclusively adopt those of the Order in Council of 1870.

I have, &c.,

HONORÉ MERCIER.

QUEBEC, 24th November, 1888.

RETURN

(87)

To an ORDER of the HOUSE OF COMMONS, dated the 30th January, 1890, for a copy of report made and evidence taken by the Court of Enquiry ordered by the Department of Marine to investigate the loss of the steamer "Quinté," which was burned on the Bay of Quinté in the autumn of 1889.

By Order.

J. A. CHAPLEAU,

Secretary of State.

OTTAWA, 27th February, 1890.

CONTENTS.

- No. 1. Copy of Evidence.
No. 2. Judgment of Court.

No. 1.

REPORT OF EVIDENCE

Taken at the investigation held pertaining to burning of steamer "Quinté," of Deseronto, before Commissioners Thomas F. Taylor and Edward Adams.

DESERONTO, Thursday, 28th November, 1889.

Court opened at 9.30 a.m., present: Mr. G. A. Browne, Captain D. B. Christie, and Commissioners. T. F. Taylor read the authority of the court to those present in open court. Also Section 9 of 49 Victoria, Chapter 81 of the Wreck and Salvage Act.

Captain DUNCAN B. CHRISTIE, sworn.

Resides at Picton; holds a certificate of competency as master of steamer on minor inland waters, No. 310; was master of steamer "Quinté," of Deseronto, evening of 23rd October, 1889; was on the route between Picton and Trenton; left Picton at 6 a.m. that day, and was on my return to Picton at the time the boat took fire, which was about 5.45 p.m.; generally arrives at Picton at 7 p.m. and lays there all night; was a day boat, as a passenger and freight boat; carried eleven of a crew altogether, viz., captain, mate, purser, one engineer, one fireman, three deck hands, one cook and assistant, and one ladies' maid, no watchman, no wheelman; the whole crew was on board when fire took place; also had about nine passengers on board; was in my room when fire just started, it was second room on starboard side on main deck from forward gangway. My first intimation of the fire was I heard a racket on deck; came out of my room and saw flames running up in front of boiler around the steam drum on port side; after leaving Deseronto about five minutes, I went into my room. There was no sign of fire then. Was

in my room about five minutes when I came out and saw the fire; before I went to my room I was on the hurricane deck in charge of the boat; I left Mr. Collier, the mate, in charge of the boat in the wheelhouse; when I first saw the fire I picked up the hose and tried to put it in the fire hold, there was water coming through them at that time, those were the hose from the hand pump. I am not aware that any other stream was turned on the fire at that time but heard the pony pump working; the deck hands were working the hand pump; could not say how many of them on account of density of smoke, when I put hose in the fire hold hatch I stepped down about one foot on to the wood; there was then no flames coming up; the wood we used was known as bunched wood; as soon as I stepped on the wood the flames came rushing up through it and drove me away; I then went up to wheelhouse and told mate to run her ashore. At the time I left main deck I saw no fire aft; but was full of smoke. I went up forward on the stairs leading to promenade deck; from the time I came out of my room and saw the fire and told the mate to run her ashore would be about three minutes; what little wind there was, was right aft; it was almost a dead calm; we were about three hundred yards from shore on port side which was the nearest shore when I gave orders to the mate; gave no orders to the engineer, but the engine was working in the usual manner; after I gave the orders to the mate I went downstairs to the main deck the same way as I had come up. I then tried to get back aft to see about the passengers; when I left the mate to go down I saw no fire above; I could not get aft to the passengers on account of fire forward; I then went back on to the promenade deck; up to this time I saw nothing of the crew nor did I give any orders only what was given to the mate, when I could not get aft on account of smoke and fire breaking through. I then sang out to the men to come and get a boat ready to lower; I knew the deck hands were forward; there was only one man came to help to lower the boat in the water; the boat we went to lower was on the starboard side forward of the paddle box on hurricane deck; was a wooden boat; had a metallic life boat; got the wooden boat ready to lower, but did not lower it for the reason of fire and smoke; I had to leave it on account of fire and go down to the promenade deck. The steamer herself had at that time grounded; I then jumped overboard from the promenade deck into the water; I had never seen any of the passengers up to this time; I then saw some of the passengers in the water and also some of the deck hands on shore; my face and neck was partly burned by the flames before getting off. I think it was trying to lower the boat I got burned; when I saw the passengers from shore I swam out to the paddle wheels on the steamer which were stopped at that time, to try and save some of the passengers. I helped Col. Strong up into the paddle wheel out of the water, when a yawl boat came to our assistance; when I first discovered the fire it did not occur to me to give orders to the crew to provide for the safety of the passengers by getting the boats ready; had never given any instructions to my men whereby they would have had a knowledge of those things themselves without orders from me, had never drilled my men in the handling of the life boats; don't know that I had the boats lowered all season; the cork life preservers were on the promenade deck loosely piled in two separate rooms at the head of stairs; those rooms were labelled life preservers; the wooden floats were piled on the main deck forward of the shaft on each side of passage way; there was no life preservers in the cabin on main deck where the passengers were; there was a printed form hung up in this cabin stating where the life preservers were; don't know that the passengers had any life preservers on; don't know that any person gave them, the passengers, any information about life preservers nor I gave no orders to do so; after getting on shore found there were five of the passengers missing; there has only been two of those bodies found since; they were both found in the water, one was burned, the other not; I do not consider this bunched wood any more dangerous to use than any other fuel; have always burned this fuel since I have been on her; have no idea how fire originated; cannot assign any cause for it; consider I had a sufficient crew to manage the boat in case of an emergency; had three life boats; I think two men could lower metallic life

boat safely ; have never done it with two ; generally had four men to do it ; I think I had sufficient men to handle the three boats ; during the excursion season when likely to have full complement of passengers we carry an extra engineer and fireman and part of the time an extra deck hand ; the boat at that time is running longer hours ; keep no watchman ; I hire deck hands and mate and cook and ladies' maid ; my mother and brother were passengers and were among those who were lost ; when I came out of my room the smoke was so dense I could not see if any other stream was playing on the fire unless the one I had hold of ; when I jumped from the forward part of the boat into the water, it was for the purpose of saving my own life ; the boat being all in a blaze at that time. The registered tonnage of "Quinté" was 276 tons, was owned by the Deseronto Navigation Company ; from the time the boat left the dock at Deseronto, until the passengers were on the beach, would be less than twenty minutes, and from the time I saw the fire until I jumped overboard, was, in my opinion, about five minutes ; the distance from Deseronto to where the boat was grounded is about two miles by the course taken. I could not reach any other boat at the time I went to lower them only the one mentioned in my previous evidence ; the full complement of life preservers were on board ; don't remember the exact number ; Form No. 7, provision for the safety of passengers on steamers, was posted throughout the steamer. My master's certificate and all other personal effects were lost.

DUNCAN B. CHRISTIE.

THOMAS SHORT, SWORN.

Resides at Hawkesbury, Ontario ; holds 2nd class chief engineer's certificate, No. 344 ; was engineer in charge of steamer "Quinté" on the evening she was burned ; was on her all season ; fitted her out ; I was in the engine room when a passenger came and told me the boat was on fire ; I then went out of engine room to forward end of boiler on port side and looked through the hole I had for trying my gauge cocks, when I saw a small fire, which, I think was the floor ceiling of the boat on port side ; when I saw that I started the hand pump with the fireman and two deck hands ; I then took hold of the hose myself and put the nozzle in through the small hole at gauge cocks down into the fire hold ; the hand pump stood forward of the boiler ; I then went and started the pony pump and sang out for the men that were working the hand pump to look out for the pony hose ; by that time the fire and smoke was coming up through the engine room ; I don't know whether they got the pony hose to work on fire or not ; the smoke and fire broke through immediately ; I had just a fireman and myself in the engine department ; the fireman was in the mess room when I called him to take hold of the pump ; there was no fireman in the hold when I discovered it to be on fire ; when I saw there was no chance to save the boat I called out where is the captain, better run the boat ashore ; I then told one of the deck hands to tell the captain to run the boat ashore ; not seeming to go quick enough I went myself up to the promenade deck and saw the captain in front of pilot house, and found he was just giving orders to the man at the wheel to put her hard over to run her ashore. I then went back to engine room and found I could not remain ; I then went away and turned back again and put the feed on the boiler full ; I then went aft through the passage way on main deck and climbed up over the side on the promenade deck close to one of the boats ; I got from that on to the hurricane deck and ran forward and jumped back on to the promenade deck ; I passed through the flame to get there ; I then went forward to the stern of the boat and let myself down on to the anchor and then dropped down into the water ; at this time the boat was ashore ; the water was about three feet deep ; my face was scorched ; I did not stop the engine, but when I got ashore seen the engine had stopped ; there was some small boats came to our assistance by this time and was taking the passengers from off the wheel ; we used bunched wood for fuel ; I consider it as safe as the general run of pine wood as used ; the wood was generally kept five or six feet from the boiler ; I cannot assign any cause for the fire. I consider if there was another fire-

man it would have been better as there would have been a man on watch all the time. When I go to my meals the fireman looked after the engine; he was not a competent man, had no certificate. When I was off duty there should be a competent man to take my place, consider it safer, am on duty from 5.30 a. m. until 8 p. m. on our regular trips. My fire pumps were all in good order, had one 4-inch pony pump double acting and one hand pump double acting, not positive of the size of it. The hose was all in good order; don't know the size of the hose. I don't know that the passengers got any intimation of the boat being on fire; don't know that they had any life preservers. The only time I saw the captain was when I went up to the hurricane deck; heard no orders given; I don't know of any arrangement of discipline among the crew either of handling the life boats or fire apparatus on board in case of an emergency. I seen the pumps were kept in order, also the hose; I never saw the life boats lowered at any time during the season; might have been lowered without my knowledge; never seen the crew drilled to the use of the fire apparatus; all the discipline I knew of was I had charge of the pumps; knew of no other arrangements; cannot say whether there was any Forms No. 7, provision for the safety of the passengers or not; never received any orders from the captain concerning pumps or life boats; after I got ashore, saw the captain in a small boat rescuing the passengers. When we left Deseronto by my engine room clock it was then 5.40 p. m.; don't know what time it was when I got ashore off the burning boat. So far as my own department was concerned, I consider it necessary and safer to have another man; should be a second engineer; never heard the captain complain of needing more help; in the excursion season I had two firemen and a second engineer; don't know of any inflammable material being kept in the fire hold or beneath decks; had nothing but an oil hand lamp for use in the fire hold; had been down in the hold using it at furnace doors before leaving dock previous to the accident; left it burning below in charge of the fireman; don't know anything of the lamp after that; we used lard oil in this lamp; I was in the habit of trimming those lamps myself; have seen the firemen trimming them once in a while; not usual for the engineer to trim lamps, but done it considering that the fireman had enough to do without it; this refers to the hand lamps which are open trim lamps; I lost all my personal effects and my engineer's certificate.

THOMAS SHORT.

JAMES COLLIER, sworn.

Resides at Picton; holds master's certificate of service, No. 318, for steam and sail on the great inland waters; was mate on steamer "Quinté" the evening of 23rd October, 1889, when she was burned; had been mate on her for about two months; when the fire took place I was at the wheel steering and navigating the boat; it was part of my duty to steer the boat; the captain and I done it between us; had no wheelsman; the first knowledge I had of the boat being on fire one of the deck hands came up with the signal lights to put them in place, when I heard some one call out fire. I then told him to go down and see what was wrong, which he done, at the same time I heard the pony pump start. I then left the wheel and looked down through the gallows frame of the engine; when I seen the boat was all on fire. I then went back to the wheelhouse and met the deck hand, who told me the boat was all on fire. I then put the helm starboard and headed for the shore, the deck hand went away and left me; just about that time the captain hallooed to me, for God's sake port your helm and put her ashore, the boat is all on fire. I then turned her heading for the port shore and did not change my course. I stood to the wheel, the boat brought up on shore, when the captain hallooed to me there was no fire on the hurricane deck, any person could have went aft at that time; when the boat struck shore and before I left the wheelhouse, the flames were then coming up through the wheelhouse. I then left for the bow of the boat passing through heavy smoke mixed with occasional streaks of flame. I did not get to the extreme part of the bow, but brought up on the side of the boat and jumped overboard; got my whiskers

and eyebrows badly singed. I waded ashore out of the water, it was very near a calm; after I got ashore I met the captain, we heard a woman screaming, the captain then said: My God, that is mother? He, the captain, then jumped into the water and swam out to the wheel of the steamer, a boat from a schooner at that time came along, when I ran down and sang out to them to go to the wheel of the boat and take the people off. Before the boat reached the wheel Captain Christie jumped into her and shoved off to assist another woman, who had then jumped out of the cabin window into the water, whom they picked up and landed on shore by towing her through the water. She was burned; don't know to what extent. I helped to carry her out of the water on to the shore. I then went back to the yawl boat and the men belonging to the yawl boat got out, saying they were afraid of the boiler bursting and would not go out again. Captain Christie, myself and John St. Peter, a deck hand, took the yawl and went to the stern of the steamer to see if any person else was there, saw no person, but heard a man hallooing from under the guard on starboard side, which we had great difficulty in rescuing owing to the extreme heat; did not know the man, but he was one of the passengers; don't know if there was any effort made by the crew to assist the passengers previous to the boat grounding; I never left the wheelhouse; the captain left me as soon as we left the dock at Deseronto, to go to his supper; I never saw him again until I saw him on the shore after the boat was beached; as I stated before I heard him halloo to me to put the boat ashore but did not see him from the time I first heard the cry of fire until boat was beached; would be about five minutes; I never saw any of the cork life preservers on the boat, but supposed they were in two rooms which were labelled "life preservers;" those rooms were on the promenade deck at the head of the stairs; while I was on board there was never any exercise in lowering the boats or drill for fire with hose, used the hose for washing decks, never got any orders from the captain to exercise the men that way; never saw the life boats lowered while I was on the boat; the boat was well supplied with pumps and hose for fire purpose and was in good order; I consider the "Quinté" for the route she was on had sufficient of a crew; have been on board of "Quinté" as mate when she had her full complement of passengers allowed on board; captain and mate would take turns at the wheel when an excursion was on board; as a rule we were both at the wheel; I mean by this one was in the wheelhouse while the other was outside forward of wheelhouse; we left the care of the passengers to the purser; he, the purser looked after the gangways and the passengers until the captain got down, by which time there would be a number of passengers ashore; the fuel used on this steamer was bunched wood; it is more liable if a spark should drop among it to take fire than any other fuel; consider that it was stowed far enough away from the boiler to ensure safety: the boiler deck, I think, was about eight inches from the boiler; I think if an effort had been made when fire was discovered there was time enough to launch a life boat; I think when I looked down and saw the fire, the better plan to save the passengers was the one we took to beach the boat; the fire was pretty far under headway when I looked down and seen it; have no idea whatever how the fire originated; there was no watchman kept on this boat; I consider it neces sary that a watchman should be carried on a passenger steamer of that size; always had one on any passenger steamer I was in charge of; the duties of the watchman were to attend to the lamps, help to wood, and keep a general supervision over the boat from sunset to sunrise; when the "Quinté" took fire it was a good bit after sun-down about dusk; when the "Quinté" had her full complement of passengers on board there was two more of a crew, viz.:—second engineer and fireman; there was no extra deck hand; was on the "Quinté" from 14th August until the 23rd of October, which was the night she was burned. Captain Christie and myself was both on watch when full complement of passengers were on board; if anything occurred or was required among the passengers the purser always came and notified the captain; he, the captain, would then go down and attend to the matter; I could not say that the boat was always safely tied up to the dock before the gangway shutters were taken out; the captain's orders were they should not be, but often heard him grumbling

about that, meaning passengers jumping ashore before the shutter was removed, the captain being at the bell pull on the promenade deck; the bell pulls and whistle cord were both inside and outside of the wheelhouse. I lost all personal effects and think I have lost my certificate.

JAMES COLLIER.

Court adjourned 10 p.m.

DESERONTO, 29th November, 1889.

Court opened at 9.30 a.m.

JOHN SAINT PETER, sworn.

Resides at Picton, Ont.; was on board the steamer "Quinté" the evening she was burned; was deck hand; had been on her for four seasons; when I first seen the fire it was about five minutes after the steamer left Deseronto dock; when I first heard the alarm I was on the hurricane deck putting up the signal lamps; had them in place; when I heard the alarm of fire I hurried down to the main deck; the appearance there was she was all on fire under the main deck; I saw no person there, if any person was on the forward deck I could have seen them; flames was then bursting through the hatchway full size; nor did not see any person on my way down from hurricane deck, when I saw the boat was on fire; I then went back to the hurricane deck; when I went up there I heard the captain sing out: "Put her ashore." I did not see the captain—supposed he was calling to the mate; the smoke was pretty dense; from the tone of his voice I thought he was on the hurricane deck. I was then in the pilot house and took hold of the wheel and put it to starboard, the mate being there at the same time, but had let go of the wheel; he (the mate) was in the act at that time putting the wheel over, after the wheel was put to starboard. I then saw the captain on the promenade deck forward; he sang out to me to cut the lifeboat loose, which I done. It was some marline that lashed the boat to the deck. By that time the captain had got alongside of me; I shook out one of the falls and the captain the other. I then turned round and sang out: "Come up here, boys, and give us a hand," meaning the other deck hands, but did not see them at that time—no person came to our assistance. I turned to go back to the boat again but did not get there; the flames and smoke was so great I could not see the boat, nor did I see the captain. I then went down on the promenade deck. I called the boys up of my own accord; the captain gave me no orders to do so; my reason for calling them was that one man could go in the boat, this was a wooden boat and two men could lower her; could not get at any of the other boats, they were all on fire; after I got on promenade deck I started to go aft through the saloon; I could not get aft on account of the smoke and flames; only got one step inside of door; one of the doors was open and I opened the other. I then went out on the forward deck; the boat was then about striking the shore; I could see it close up; I had no difficulty getting to the forward deck; I done nothing when I got on forward deck but stand still for the purpose of bracing myself while the boat struck the beach. When the boat struck the beach, I jumped ashore into about a foot of water; from the time I heard the alarm of fire until we struck shore could not be more than five minntes; from the time I left captain at the life boat until I jumped on shore I saw no person but one of the deck hands; he was then running forward to get ashore; he jumped before I did, we were the two first men off the boat, I jumped off on starboard side of stern and ran around on shore to the port side; saw a small boat coming and called out for him to come in which they done by going to the paddle wheel of the steamer where there was five persons hanging on or about the wheel; the wheel at this time was stopped; Captain Christie who was at the paddle wheel got into this small boat and went to stern of steamer to pick up a woman that was in the water; after I jumped ashore the Captain was the next man to jump ashore after me, he the Captain then ran around to the port side of steamer and swam out to the wheel; I also saw the mate jump ashore, he, the mate, was about the last man off the boat,

the small boat came ashore after picking up the woman at stern of steamer; by that time another small fish boat had come and took the people that were about the paddle wheel of steamer, hanging on, to the shore. I was on the shore when those people were brought in; none of them had any life preservers on. Captain Christie, the mate and myself, got into schooner's yawl boat. I went in by captain's orders; we went around stern of steamer to starboard side, where we found a man hanging on to the braces underneath the guard in the water, it was with great difficulty we got him, owing to extreme heat; when we took him ashore we remained there ourselves for some time; the crew to my knowledge was never exercised in lowering the life boats; I never got any orders to do such a thing; I never saw the life boats lowered this season into the water; never was any exercise on steamer with regard to using the hose or other fire appliance in case of fire; never was assigned to any particular position on board of boat in case of an accident; there was life preservers on the boat, they were kept in two rooms at the head of the stairs leading into saloon on promenade deck; we had no life preservers in fore-castle where the men slept; never saw any life preservers in the after cabin, had wooden floats on board, were kept on main deck forward of the shaft; were handy to get, the fuel used on board was bunched wood, the greater part was stowed in the firehold and some on main deck, the wood stowed in firehold would be over three feet from boiler; what was stowed on deck was close forward; there was some on deck at time of fire; my opinion is that bunched wood owing to its fineness is more inflammable than the ordinary firewood. I have no idea how the fire originated. I got no orders during the fire from any of the officers in charge of steamer regarding the passengers, one of the crew was missing, viz., the ladies' maid, also three of the passengers were missing; one body that I know of was found badly burned; never heard any complaints among the hands about being short of help, except on excursions at night; on those occasions have heard the fireman grumbling and saying he would not fire her at night; never heard the engineer saying anything about being short handed; when the fireman grumbled there was another man put on to help him; when steamer was on regular route the fireman's hours were from 5 a.m. until 7 p.m.; were in the habit of running night excursions occasionally after our regular trip; as a general rule there was always another fireman put on for these occasions.

JOHN SAINT PETER.

THOMAS KEMSLEY, SWORN.

Resides at Picton, Ontario; was on board of "Quinté" the evening she was burned; I was fireman; had been on her all season; when I heard the boat was on fire I was in the mess room getting my tea, when the engineer called me out and said there was a fire in the hold; it was not over four minutes from the time I came up out of the fire hold until he called me; I was filling up my fires when steamer left the dock at Deseronto, after which I washed myself in the fire hold and then came on deck; did not notice any signs of fire in the hold on my coming up; burned bunched wood in the boiler furnace; the wood was stowed within 3 or 4 feet of the boiler, which was the way it had been stowed all season; was no cotton waste in the fire hold; was a bag of new waste about 10 feet abaft the boiler; no coal oil nor any other inflammable material except the wood was kept in the firehold; don't know of any being kept on deck unless what was in the lamp room; lamp room was lined inside with tin or galvanized iron; was in the habit of having a hand-lamp in fire hold; had one down that evening; it was burning; was always kept burning while steamer was running; this lamp was sitting up underneath the steam-gauge, alongside of a stanchion, when I left the fire hold; the distance from it to deck was about 2½ or 3 feet; before leaving the dock at Deseronto, the engineer and myself were using another hand-lamp, fixing the furnace doors (the witness, on consideration, is not positive to this statement, rather thinks it was first lamp mentioned under steam-gauge that was used at furnace doors); am positive when I left fire hold this lamp was in its usual place and burning, which was four

minutes before the engineer called me that the boat was on fire; when I came out of the mess room I ran straight to fire hold hatch and jumped down on to the wood, I suppose it was about 3 feet to the wood; I looked down and saw the vessel was on fire on port side; the fire appeared to be coming out from underneath the wood, close to the skin and side of the vessel; sometimes when I opened the furnace doors to renovate my fires sparks would fly out, fly in different directions; the last time I stirred up my fire I think was at Northport; it is possible that some of the sparks at that time came out of the furnace door and lodged among the bunched wood; from the time I stirred my fire at Northport until the boat was discovered to be on fire would be about one hour; the pile of wood that was on fire when I discovered it was the driest on board, and had been in the fire hold for some time, as that pile was only used in case of an emergency; the wood was all good and dry; with this kind of wood there is quite a lot of small dust and chips accumulate around the fire hold which is very liable to take fire easily; kept a broom and scoop in fire hold for the purpose of keeping this dust swept up; this bunched wood is more inflammable than any other fuel I ever used; have been using bunched wood on and off for seven seasons; when I was firing on steamer "Armenia" bunched wood was used, it took fire down in the hold one night when I was off watch, but was put out before any damage was done, one pile was badly scorched; never knew the "Quinté" to be on fire in the fire hold before the night she was burned; when I found I could do nothing in fire hold after jumping down on wood pile, I then came back and told the engineer that I could do nothing down there, he told me to then put on the pump, I then opened out the hose on the deck on port side and commenced to work the hand pump, assisted by Jim Juby, a deck hand; we worked at hand pump until the fire and smoke drove us out; am quite certain it was the engineer put the hand pump hose through the hole in boiler deck at try cocks into the firehold; don't know that it was ever taken out of that place while I was there; while pumping I saw the captain come in through the starboard passage-way door; I did not hear captain say anything but went straight out again; that was just before we were forced to leave the pump; when we left the pump we went out forward on main deck; regarding the hose from pony pump I did not know which nozzle was being used, as there was two nozzles on starboard side and one on port side, could not say whether there was any water from the pony pump playing on the fire, might be done and me not know it; I know the pony pump was working by the sound of it; at no time did I see the captain handling hose; he might have done so without my knowledge; when we went out forward on main deck we stood a few seconds, when the captain came down the steps forward from promenade deck; he sang out all hands on deck; I then rushed upstairs after him but could not see him for smoke; thinking he had gone to the hurricane deck I went up there, but could not see him; I stood on hurricane deck a second or two when engineer came along; at that time the boat was about grounding; when she struck I jumped to the promenade deck and from that jumped into the water, which was about four feet deep, and found I had broken my leg in the jump and had great difficulty in getting ashore; I called for assistance, but got none until I reached the shore, my face and head was considerably burned; there was some of the crew ashore before I was, the purser among the number; saw no passengers ashore at that time; saw no person with a life-preserver on; saw one life-preserver lying on the beach close to the water when I landed on shore; never seen any life-preservers in forecabin; I know there was life-preservers on board; I don't know that any of the crew went to notify the passengers that the boat was on fire, nor did I hear any orders to that effect; I was the only fireman at that time; had to go to work at five a.m. to get up steam; generally got through work when on our regular trips at 7.30 p.m. I had to keep engine clean besides firing; also help to stow the wood; I was at the call of the engineer at any time between the hours stated; it was understood by my engagement when the steamer was on her regular route I was to be the only fireman; this engagement was made by Mr. G. A. Browne who is supposed to be manager of the company; never had any correspondence or arrangements with the engineer regarding my situation as fireman; I think it would be safer to have two firemen, as one would be on watch

while the other was at meals; with dry wood it was not hard work to fire, but with green she fired harder than I expected; sometimes after firing all day I was pretty well used up; I never said to the engineer I required any help until the excursion season when I spoke to him; I then got an assistant during the excursion season; I never knew of any rules of discipline being established on the boat; never seen any of the life boats lowered this season. In firing with bunched wood I could leave the fire-hold about fifteen minutes after putting on fire and go up on deck. Question—Do you consider one fireman sufficient for steamer “Quinté” on the route between Picton and Trenton as a daily boat? Answer—No, sir, not as she steamed this year.

THOS. KEMSLEY.

PHILIP HELE HAMBLY, sworn.

Resides at Belleville, Ontario; was on board the steamer “Quinté” the evening she was burned; was purser; was on her all season; the first I heard of the steamer being on fire a gentleman passenger named Ward came and told me; I was then coming out of my office; it was aft in the forward part of the ladies’ saloon on starboard side; when I heard the boat was on fire I went forward on main deck to see the extent of the fire; I got as far as the engine room door on the port side of the boat; the smoke was very thick at that time; saw no flame coming up but saw a reflection from the fire-hold at the forward part of the boiler; I then heard the engineer calling for a hose; I took down the hose that was right aft of the engine room door on port side; I threw it down on deck and turned on the valve; the smoke was then so dense I had to leave; I went aft from there to foot of staircase leading up into saloon; when I was forward I saw the men working hand pump; there was two of them; I think they were 15 or 20 feet from me; saw the engineer in the engine room and no one else but the men at the pump; did not see the captain; the engineer was then going towards pony pump; pony pump was then working; when I reached the foot of staircase the smoke was then quite dense having come from forward; I then went upstairs on promenade deck; I went over the top of port life-boat and called to a schooner that we were passing to send their yawl, that our steamer was on fire; Mrs. Anderson, the cook, came on deck close to where I was at this time; I asked her where was the ladies’ maid; she said she did not know; I then went into the saloon, saw no fire, but it was full of smoke; I went over to the starboard side of the saloon and groped my way to the life-preserver locker; I opened the door, caught hold of one of the life-preservers when a number of them came out with the one I had hold of; the smoke was so thick then I had to go with the one I had hold of; I then went out on deck to look for Mrs. Anderson but did not see her; then the two Hart brothers asked me where the life-preservers were; those men were on deck when I went to look for Mrs. Anderson; they were passengers; I went to the saloon with them and showed them where the life-preservers were, but they could not get to them for smoke; I threw the one I had on top of hurricane deck, the Hart brothers having gone aft on promenade deck; when I threw it on hurricane deck I went up myself after it; I then took off my boots and while so doing saw the engineer climbing up over paddle box on to hurricane deck; he ran forward and I followed him taking life-preserver with me; I had it on; before I got on hurricane deck I saw Hart brothers getting over the stern rail; following the engineer I went to forward end of hurricane deck; we both jumped together from there to promenade deck; the fire at that time was coming up through where walking beam worked; on reaching promenade deck the boat struck the beach, the shock of which threw us down; I then ran to the side of the vessel and jumped into the water from promenade deck; the water was about three feet six inches deep. I then waded to shore where I found two deck hands and fireman, the fireman’s leg was broken; I helped him up on the side of the hill, after which I saw the captain coming out of the water; he then went to port side of boat and swam out to the paddle wheel where there were people hanging on. I think all the male part of the crew except the mate were on shore before the captain. When I

first heard of boat being on fire I think there was only two lady passengers in saloon aft on main deck; there was no other lady passengers; nearly all the gentlemen passengers were in the dining room below main deck aft; also the ladies' maid with her little boy; Mrs. Christie's son about ten years old was with his mother in ladies' saloon; I never saw Hart after he told me the boat was on fire; he is one of the missing passengers; after I had seen the boat was on fire I did not go into ladies' saloon or dining room to let them know of the danger; I did not know at the time whether the passengers in ladies' saloon or dining room had been informed of the danger; the reason I did not go in to inform them the smoke was so dense. I think all the lights in vicinity of ladies' saloon and dining room were burning at that time; the boat had some freight on, flour and lumber; the flour was on main deck in vicinity of boiler; the lumber was out forward on main deck; had no dangerous inflammable freight; I have no recollection of seeing Form No. 7, provision for the safety of the passengers on steamer hanging around the boat; I saw captain tacking some up in state rooms which I helped to fill up; I never saw any life preservers in ladies' saloon or dining room; I put a couple in my own room in the forepart of season; at that time I saw life preservers in some of the state rooms; from the time I was first informed of the fire until I jumped overboard would be four or five minutes; one of the lady passengers who was in saloon got ashore out of the water with small boat. Mrs. Christie, the other lady passenger, and her son are among the missing; all the gentlemen passengers got ashore except Mr. Hart, who is missing; Mrs. Anderson, the cook, and her little boy were saved; they were among those who were on the paddle wheel; the ladies' maid, Mrs. State, and her little boy are among the missing; the body of Mrs. State's little boy was recovered; it was not burned; the remains of a lady's body was found badly burned but not recognisable; saw no passengers that were saved with life preservers; did not see the captain while on boat during the fire, not until I reached shore; don't know that any of the crew went to the assistance of the passengers until boat was beached; those men who were working at the pump forward could not get aft to render any assistance when they were forced to leave the pump; the names of passengers saved are "Miss Kellar," "James St. Charles," two "Hart Brothers," "H. G. Sevetus," "R. Rolston," "Colonel Strong." Captain never instructed me in any plan of discipline where I would be placed or what I would be required to do in case of any accident or emergency on the steamer; I never seen any of the life boats lowered into the water while I was on the boat; this is the first season I have ever been employed on a steamboat.

P. H. HAMBLY, Junior.

Court adjourned 10 p.m.

DESERONTO, 30th November, 1889.

Court opened at 9.30 a.m.

HERBERT ST. PETER, SWORN.

Resides at Picton, Ont.; was deck-hand on steamer "Quinté" on the evening she was burned; have been on her all season; when I heard boat was on fire I was in the mess-room; engineer came to the door and called fireman and said boat was on fire; I came out of mess-room when engineer told me to go to pump; was going to my supper in mess-room at the time; the fireman, myself and July, a deck-hand, went right to the pump; did not see the captain at that time; we pumped until the smoke and heat of the fire drove us away; the smoke smelled like wood smoke, no indication of coal oil; we only pumped three or four minutes; we then went on forward deck close to where the anchors were stowed; they were stowed chock forward; the fire at that time was coming through fire-hold hatch and setting fire to the promenade deck; the whole three of us were there; saw no person else; while there forward I saw the captain going up-stairs to promenade deck, when he, the captain called for all hands to come on deck; the captain went from there on to the hurricane deck, the fireman and I followed the captain on to the hurricane deck; we then went to the wooden life-boat that was on hurricane deck; we there found the

captain and John St. Peter, another deck-hand; the boat was then ready for launching; just at that time the fire burst out through side of saloon and through engine at walking-beam preventing us from launching boat; I then went forward in front of pilot-house, the smoke there was very thick; did not say to go to see where the other men went to captain; did not say to go away; I heard him give no orders; I stood in front of pilot-house until boat grounded, after that I got ashore by jumping over port-bow of boat into the water; when I got ashore I helped the fireman up the bank and stayed on shore; have no idea how fire started; it was forward of the boiler on port-side; when I saw it first I thought a couple of pails of water would put it out; when I came first out of mess-room there was not much smoke, from my position I could not tell how far the fire had spread; while we were pumping I saw the captain with hose in his hand going out of door on port-side; I was at that time working starboard brake of pump; when I left pumping I saw hose laying over combing of fire-hold hatch; don't know if there was a nozzle on; don't know that any person held the nozzle during the fire; never saw any person go down in fire-hold; I never at any time during this season helped to lower the life-boats or seen them lowered; when I was standing in front of pilot-house I heard the captain's voice calling "Phil, where are the passengers?" heard some person say they were aft; heard nothing further; at this time the boat was grounding; from the time I came out of mess-room until I jumped ashore might be not more than ten minutes; I saw no person with a life-preserver on; know there was life-preservers on the boat; helped to put them there; they were all put in three separate rooms, in saloon on promenade deck; don't know that there were any in the state-rooms, so far as I know there was no special duties assigned for the crew to do in case of accident.

HERBERT ST. PETER.

WILLIAM JAMES JUBY, sworn.

Resides at Picton, Ont.; was on board of steamer "Quinté" the evening she was burned; I was a deck hand since 17th October, 1889; I was in mess-room getting my supper when the engineer came to door and said boat was on fire; I then rushed out; could not say how long we had left dock at Deseronto when I rushed out of mess-room; I went forward to hand pump; the fireman was there to help at pump; there was no person else; the hose was down through hole in boiler deck, where the try-cocks were in boiler; we pumped until was driven away by smoke and flame; to the best of my knowledge the hose was through hole mentioned; all time we were pumping saw no person while at the pump except the man I thought was engineer; heard voices outside of the partition forward of pump; could not tell what was said nor who was talking; when I left pump, I went out of port-door forward on main deck; when I got out there I saw Herbert St. Peter, a deck-hand; I remained forward on main deck until boat struck shore, when I climbed over the rail and jumped into the water; while on forward deck I did not see the captain nor hear him give any orders; when I jumped overboard into the water it was about four feet deep, I waded to shore; I did not see the captain from the time I came out of mess-room until I got ashore; from time I came out of mess-room until I got ashore was not more than eight or ten minutes; when I got ashore the first man I met was Herbert St. Peter, coming down the hill; I went up to see the fireman who had his leg broken, and coming back, I saw captain; he was in the water going out towards stern of boat. I stayed on shore and rendered any assistance I could; the passengers that were brought ashore had no life preservers on; knows there were life preservers on board the boat; were kept in rooms in saloon; and know they were in two rooms; when working at hand pump I heard pony pump working; don't know if any person had hold of pony pump hose directing the water on to fire; I never helped to launch any of the life boats while on board; I was never instructed by captain or any person else in regard to any discipline in case of an emergency; there was no smell of coal oil from the fire or smoke; boat burned bunched wood for fuel, was stowed four or five feet from boiler; I don't think dry bunched wood

would take fire any easier than dry pine cordwood; when I was on shore I heard engineer, who was also on shore, tell the people to take care, the boiler might blow up; I thought it was a risk of those men that went out in small boats in case boiler should blow up; I have no idea how fire originated; I did not see Herbert St. Peter working at hand pump; I was at port side and fireman on starboard.

WILLIAM JAMES JUBY.

ELIZABETH ANDERSON, SWORN.

Resides at Picton, Ont.; was cook on steamer "Quinté" the evening she was burned; had been on board as cook all season; I was coming out of the kitchen; the kitchen room door was directly opposite engine room door, on port side; I saw a male passenger coming from forward aft; he said, partly to the engineer and partly to me, if he was not very much mistaken, the boat was on fire down below; I did not know this man's name; I then went past the man forward to the hole in boiler deck and looked down into the fire hold; the fire appeared forward, in towards the side of the steamer; it was on floor ceiling; appeared to be small, about eighteen inches square; the bunched wood was forward of that; I could see no wood burning; it was a blaze coming up from floor of boat; I went back to kitchen, took a pail off hook and pumped it full of water; I ran forward with it; when I got to the place they had the hose in the hole I had looked through and the men were working at the hand-pump; I thought the fireman was in the fire hold, and I ran with the water to the hatchway thinking to help him to get out; when I got there I could see a pail of water would be no use; I knelt down and called "Tom" two or three times, meaning the fireman; he did not come and I left the hatchway thinking he would not come out alive; there was no flames coming at this time, but fire was increasing rapidly; I went down towards the kitchen; heard engineer saying, "captain, its no use;" I did not see the captain; when I got near the kitchen I remembered the captain's mother and little brother were in captain's room; I ran through engine room and forward to captain's room; I rushed into it and no person was there; as I came out of room I saw the captain forward; cannot say what he was doing; he was doing something in a stooping position; I then went into my room, which was two doors aft from captain's room on starboard side; when I came out of my room the flames were then coming up around boiler deck; I then heard the pony pump working; I then went aft over the shaft on the starboard side, and remembering my little boy was in the dining room, I called him; just as I called he came right out of dining room door, and smoke with him; I went towards the stairway, and when there the ladies' maid and her boy passed me and went toward the starboard gangway; I spoke to her on passing, after which the smoke hid her from my view; my boy and myself went up the after stairway on to promenade deck and then to lifeboat on port side; there was some of the passengers there, and the purser came; the passengers says, "where are the life preservers?" The purser then went away with a passenger; I did not see him again on the boat; some of the passengers said: "Where are the lifeboats?" I said: "We are standing on one, what can we do?" Among the passengers I recognized Colonel Strong; the flames at that time were all around us; the passengers then had left me while I was looking forward; I then looked over side of steamer and saw the passengers and my boy hanging on to a trip line of the paddle wheel fender; I got over side of boat and by some means found myself in paddle wheel with my boy, and was taken from there to shore by a small boat; from the time I first saw fire until I was taken out of paddle wheel was a very short time; when in the paddle wheel I saw captain wading out in the water towards us; this was the first time I seen him since I saw him forward on main deck when fire first started; I saw no passengers with life preservers on; I know there was life preservers and lots of floats on the boat; one lot of life preservers were kept at head of stairs on starboard side; could not say if there were any in ladies' saloon; don't know if any of the crew ever told the passengers of the danger; even if the

crew had come aft at the time I was there, they could not have assisted in any way to the safety of the lives of the passengers, as the heat was so intense.

MRS. ELIZABETH ANDERSON.

The court adjourned at 5.30 p. m.

BELLEVILLE, 11th December, 1889.

Court opened at Mayor's office at 10 a.m. Present: G. A. Browne, G. H. Johnson, Col. Strong, P. Harrison, Mr. Williams.

JOHN M. STRONG, American Consul, sworn.

Resides at Belleville, Ontario; was passenger on steamer "Quinté" on 23rd October, the night of being burned; took passage at Belleville; everything seemed to go all right until we left Deseronto; the most of the passengers got off at ports between Belleville and Deseronto; the first intimation I had of fire was when I was at tea in the dining-room under the main deck; Mrs. Anderson, the cook, opened the door and called out the boat is on fire; it was not over two minutes from the time the tea bell rang until she gave the alarm; there was no confusion nor indication of fire at our end of the boat that I am aware of before going down; on hearing alarm of fire I immediately went up on main deck; was first one up closely followed by the others; on reaching head of stairs I was met by a dense volume of smoke coming from forward part of the boat which nearly strangled me; I immediately turned to aft gangway on port side of the boat on main deck and stepped on to gunwale of boat; on getting there I looked out and saw the boat was headed for land and was all on fire forward; I then took hold of fender line and was there a few seconds, when on account of the flames I had to lower myself into the water hanging on to fender line; as I was getting over rail I saw a schooner at anchor in the channel and cried out to them to send us a boat; shortly after I got into the water the steamboat struck; I still held on to the fender line; the concussion of the steamer striking loosened my hold on fender line and I went under water; when I came up I found myself abreast of the wheel of the steamboat, which was then stopped when I got hold of it; while on the wheel the schooner's boat came out with Captain Christie in it; I said to him: "rescue the women at the stern, I am all right here;" there was four of us on the wheel altogether; after rescuing the women he then came to our rescue and took us on shore; when I got on shore I saw Mr. Collier, the mate, and some other men; don't know if they were employed on the steamer; those boats were all belonging to other parties; none of them were the steamer's boats; did not notice any life-preservers on steamer; don't think a life-preserver would be any use as I don't think there would have been time to put them on; never saw any person of the crew except the cook from the first intimation of the fire; my impression is the fire was so rapid and instantaneous the boats could not have been lowered; there was no boats located where I was; having no experience in launching boats could not say if they could have been lowered by the crew; don't know how many of the crew were on board; I could not say whether the smoke smelled of coal oil; from the time I first heard of the alarm of fire until boat struck shore there was not over three or four minutes; my opinion is if the wheel of steamer had not been stopped there would have been less chances for us to have been saved; it never occurred to me on the trip to look for notices posted in cabin on steamer where life-preservers were kept.

JOHN M. STRONG.

Questions submitted by Mr. Browne to Mr. Strong:

When I came out of dining room owing to the density of smoke I think it was impossible for any person to have come aft from forward part of boat or vice versa; have always on previous trips found Captain Christie very attentive; I consider on

the night in question the boat was well handled; I mean by that by beaching her on that particular point, it was good judgment.

Questions submitted by Mr. Williams to Mr. Strong:

Do not know where the captain or engineer was at the time the alarm of fire was given; after I left Deseronto I do not think I was out of cabin on main deck until I went to tea; there was none of the crew, only waiters in dining room while I was there; used bunched wood for fuel; saw a quantity of it in the fire hold in front of furnace; do not recollect there was any on deck; cannot say took on any wood at Deseronto; took on a large quantity of dressed lumber; do not know cause of fire; only know it originated somewhere in forward part of boat.

CHARLES A. HART, Manufacturer, sworn.

Resides at Belleville, Ont.; was a passenger on steamer "Quinté" on 23rd October, the evening she was burned; took passage at Belleville for Picton; noticed nothing unusual on voyage until the alarm of fire was given; I was then down in dining room; below under ladies' cabin; when hearing the cry of fire my impression was it came from Mrs. Anderson, the cook; I then went up to main deck; I was met by smoke and then went up to promenade deck and went over to life boat on port side. I made a desperate effort to loosen the life boat; at same time another man came, but went away again almost immediately; did not know the man. I probably was three or four minutes working at life boat, but could do nothing; I then saw the purser; he asked me why I did not get a life preserver; the purser then left me and I went into saloon looking for life preservers, getting in about ten feet; could go no further on account of smoke and withdrew without getting any; from having previously travelled on "Quinté" I know where life preservers and boats were kept; after coming out of saloon I went aft on promenade deck to look for a bench, but did not find it; I then expected to get some life preservers overhead but could not find any; I then had to leave promenade deck and drop down on outside wale on fender streak of main deck, where I saw a woman and child in ladies' cabin, but lost sight of them again; then went around to starboard; dropped into water and swam ashore; consider there was time to lower the life boats by the time the steamboat had struck, if the falls of the boats were pliable, from the speed the steamer was going; did not know would there be any advantage to lower the life boat into the water; the only orders I heard given after the alarm of fire was by some person to put boat ashore; from the first alarm of fire until I got ashore would be ten minutes; I think if there was life preservers handy they would have been of some service; I could not say what the crew had done to assist the passengers; at the time I came up out of dining room the crew could have got aft or I could have got forward; after I got ashore I consider the captain and crew done all in their power to rescue the passengers; I thought when I came out of dining room the fire would have been overcome; up to the time of the alarm I thought everything was all right on board the steamer; had no knowledge of complement of crew required; do not know the origin of fire; my opinion is, no matter what officers or crew of the steamer were at the life boat with me, could not have lowered her with same appliances as I had, for the reason the ropes seemed to be in that position so long and got hardened up and seemed to have been covered with paint.

C. A. HART.

JAMES ST. CHARLES, Carriage Manufacturer, sworn.

Resides at Belleville, Ont.; was passenger on steamer "Quinté" 23rd October, the night she was burned; took passage at Belleville for Picton; on going abroad of steamer at Belleville, I took a walk on main deck backward and forward; I did not notice anything unusual until after I left Deseronto; when first alarm of fire I was in dining room at tea; someone from the stairway hallooed "fire;" I went from

ladies' cabin into dining room; would be there about one or two minutes when alarm was given; did not notice any signs of fire or smoke before going into dining room; I was the last one came up out of dining room; did not encounter any smoke until I got to passage way; I went over on port side of steamer and saw three or four men at gangway still on main deck; I think one of them belonged to the crew of steamer; I said "boys, let us get a boat;" I then climbed outside on to promenade deck, no person came with me; I got to the life boat; when there, some one came at same time; did not know who it was; my anxiety was to get the boat off; I took hold of keel and tried to lift it off the hooks. I tried to find an axe in the boat but could not; my intention was to cut the fall, did not succeed; the other man at this time had disappeared; when I could not find an axe, gave up all hopes of getting out life boat. I then climbed down over side of boat on to main deck; on my way down I found steamboat fetch up on shore. I also kicked in some of the windows in ladies' cabin; when I got on guard of steamer there was a lady and child looking out of one of those windows who told me she had no means of escape; I think it was the ladies' maid of steamer; I then climbed up outside again to hurricane deck and there met the purser taking off his boots and had a life preserver beside him. I asked him where those life preservers were to be had; he pointed me as I thought to somewhere about the boiler. I then came down the way I went up and this lady and child was still at the window; my reason for not going where pursur pointed to for life-preservers was the place was all on fire; the last I seen of this woman and child as I supposed they had dropped into the water over the stern and I then thought I was left on gunwale of boat alone; when my clothing took on fire I jumped into the water on starboard side aft and swam ashore; on getting ashore I noticed a couple of men standing which I thought was the crew; after I first heard the alarm of fire I did not see any of the crew with the exception of one man previously mentioned which I thought was one of them. I certainly consider there was ample time to lower the life boat if any of the crew or any person who understood the management of such was there at the same time as I was, at this time the steamer was stopped. I saw no life preservers, only the one the purser had. I did not know where to get any; think there was ample time to put them on; had they been available from the time I first heard alarm of fire until I got ashore would suppose it to be between ten and fifteen minutes; do not know what the crew were doing during time of fire; did not see the captain on boat after alarm of fire; heard no orders given by any person on board during the fire; do not know how the fire originated. My opinion is the crew during the fire did not do what there was ample time to do, or those boats would have been launched.

JAMES ST. CHARLES.

GEORGE SILLS JOHNSON, Chief Constable, County of Hastings, sworn.

Resides at Belleville; the county attorney first called my attention to burning of steamer "Quinté;" he said to me he considered there should be an official investigation into burning of "Quinté;" I then called at the Rathbun Company's agent at Belleville; I stated to him I had been instructed to take some action in the burning of steamer "Quinté," regarding a coroner's inquest, giving him, the agent, the names of four coroners that could hold the inquest; I told the agent it would come with better grace from the company to ask for investigation or coroner's inquest; he afterwards told me he had received a letter from the company thanking me for the information; after which at the request of two of the coroners I wrote to the Attorney General of Ontario, for directions how to proceed to get an investigation into burning of steamer; information received from there instructed me to apply to Dominion Government; I then wrote to Minister of Justice asking for an investigation; he acknowledged my letter and some two weeks after I received from Deputy Minister of Marine a letter, informing me a commission was appointed; had not reason personally or pecuniarily for asking for the investigation, than for discharge of my duty as an officer of the law; don't know anything personally regarding

burning of steamer "Quinté"; my letter addressed to the Minister of Justice relating to this investigation was dated 19th November, and letter received from Mr. Smith 27th November, informing me commissioners had been appointed.

G. S. JOHNSON.

Court adjourned at 7 p.m.

KINGSTON, 14th December, 1889.

THOMAS DONNELLY, Government Hull Inspector, Kingston, sworn.

I am hull inspector for East Ontario Division; I inspected the hull and equipment of steamer "Quinté" 13th April, 1889; I found both hull and equipment in good condition; her life-saving apparatus consisted of one 18-foot wooden boat, whale-boat ends on starboard side of hurricane deck forward of paddle-box; one 18-foot wooden boat with square stern on promenade deck port-side aft of paddle-box; one 22-foot metallic life-boat on promenade deck aft on starboard side; all those boats were equipped with six oars each, painters, boilers, axes and plugs required by the inspection service, two of these boats were covered, the one on hurricane deck had canvas cover, the wooden boat on port-side on promenade deck aft, I think was a wooden cover, not positive of this; all these boats were swung in davits, the falls and boats were in good condition, two of them set in chocks, they were lowered and hoisted at my inspection. Captain Christie was there at the time and at least five men, it would take one man at each tackle to hoist either of the wooden boats for the purpose of swinging them out, the metallic boat would require at least four men to hoist and swing out; in addition to lowering the boats would require an extra man to each boat for the purpose of unhooking the tackle; the master is required by section 29 of Steamboat Inspection Act to detail his crew at least once a month, in lowering these boats during navigation season; have no idea whether it was done or not; supplied the captain with a copy of the Steamboat Act at the time I inspected her. I also gave Mr. G. A. Browne, the manager of Deseronto Navigation Company's steamboats, Form No. 7 for use on his steamers, which defines the captain's duty regarding those life boats; I saw several of these posted through the steamer on 13th May; do not know how the captain had his crew stationed with regard to anything; steamer "Quinté" had on board 250 cork life preservers, most of them were kept in two rooms on promenade deck; there was some in the state rooms in saloon on promenade deck; there was eight state rooms in all on the boat; life preservers were in good condition, there was also 250 wooden floats on main deck forward of the shaft, also three life buoys, one on wheel-house and two on forward part of saloon; cannot say there was any life preservers in aft, cabin or main deck; for fire purposes there was 25 metal buckets in a rack on hurricane deck, also one 4-inch double acting pony pump in engine room, and one 4-inch double acting hand pump on main deck forward, with 100 feet of 1½ inch hose attached with nozzle complete, from pony pump there was sufficient hose to reach any part of steamer. All in first class order; there were six axes, three on main deck, two on hurricane deck, one on promenade deck. I was on board several times during the season; saw them using bunched wood, when green is not as inflammable as pine cordwood. When dry is more inflammable; I have no reason to consider bunched wood as dangerous fuel, with proper care. The total number of crew given me by captain was fourteen; do not know what positions they filled respectively, unless the officers, which were composed of captain, mate, and one engineer who had the necessary certificates.

THOMAS DONNELLY.

DESERONTO, 17th December, 1889.

Court opened at 9.30 a.m.

Read the evidence of Thomas Donnelly, hull inspector of Kingston, taken at Kingston 14th December.

WILLIAM JAMES WATSON, SWORN.

Resides at Picton, Ont.; am a fireman on steamers; have been on steamer "Quinté" as fireman about the last of September, for a period of about three weeks; there were two firemen at that time; is not a very hard boat to fire—about an average; we used soft coal screenings for fuel, all but a couple of days we used bunched wood; I think it was stowed four or five feet from the boiler; we did not leave much sawdust or chips in fire hold in front of furnace; do not think bunched wood is a dangerous fuel; from the way it was stowed in hold, do not consider it any more dangerous than any other kind of wood fuel; not had much experience in firing with bunched wood; before wooding up always cleaned out the refuse on ceiling of steamers by burning it. Mr. Thurston hired me as fireman; Mr. Thurston is engineer of steamer "Resolute;" I left for the reason: I did not like to burn the bunched wood, it being too hard on the hands; there was two of us firing at that time; if I could fire bunched wood, I would hire to fire her alone; do not know the reason discontinued using soft coal; there was about a cord and a half of bunched wood on starboard side of fire hold that we used for kindling; there was no other wood unless what was forward of the hatch; this has reference to when we were burning coal; the reason of my being hired as fireman was to help to fire with coal fuel; while I was on board consider she was as well looked after in fire hold as other steamers I have been on; was never troubled with sparks from the furnace while burning bunched wood during the time I was on her; have no idea of the size of the hearth.

WILLIAM J. WATSON.

MISS AZUBA KELLAR, SWORN.

Resides at Bloomfield, Ont.; was a passenger on steamer "Quinté" on 23rd October, the evening she was burned; I went on board steamer at Deseronto; was going to Picton; on going on board went into ladies' cabin on main deck aft; I was in there all the time; there was also in the cabin four or five men and Mrs. Christie and her boy; the men all went out of the cabin; I heard them say they were going to tea; as I was reading the paper the purser came into the cabin; I think to fix a light; a man came in shortly after; I think his name was Ward, who resided in Picton; he spoke to the purser and they both went out of the cabin, slamming the door after them; shortly afterward a man came in and grabbed his overcoat saying: "My God, the boat is on fire;" he broke two or three lights on side of cabin next purser's room; the smoke then rushed in and I seen no more of him; about this same time two women came inside and went right out again; the cabin was then full of smoke; I broke one of the cabin windows on left or port side, just aft of the ladies' washroom, and put my head out; Mrs. Christie and her boy went into the washroom during the confusion; after the alarm of fire was given, while I had my head out of the window I heard a crash, and on looking back, I saw the flames were coming in the cabin door; at the same time I saw Mrs. Christie and her boy coming out of the wash room toward me; I jerked the shutter off and broke out the rest of the window and got outside and hung by my hands to sill of window; while I was getting out, Mrs. Christie came to the window and said: "God, have mercy on me," and the boy was screaming; at that time she caught hold of my clothes but let go suddenly, after which I never saw her or the boy again; the cabin was all on fire at this time; my clothes caught fire while I was getting out, I hung on to window until my hands were burned, until I could stand it no longer; I let go and dropped into the water and went down twice to the bottom; I was exhausted and sinking again when a man caught me by the hand, whom I was afterwards told was Captain Christie; the man was in a boat; he held on to my hand and pulled me ashore through the water; I was then helped to shore, and remained there until taken to Deseronto by steamer "Ripple;" while in cabin after the alarm of fire I did not see any of the crew of steamer; did not see any life preservers in the cabin; could

not say if they would be any use, but had they been there would have tried to use them; no person came to help either myself or Mrs. Christie while in the cabin during the time of the fire; I think Mrs. Christie and son perished in the cabin; think she was suffocated before the flames reached her, as she let go of me so suddenly; from the time I heard alarm of fire until I reached shore was good twenty minutes; if life preserver had been in the cabin I think I could have used it; when I heard crash at cabin door the boat was stopped; I saw the shore from the window; there was a window broke in by some person from outside, right aft at stern of boat at extreme end; I never have seen the man I supposed to be Mr. Ward since he came into the cabin; at that time he (Mr. Ward) did not appear to be much excited.

AZUBA KELLAR.

JONATHAN A. PORTE, witness produced by Deseronto Navigation Company, sworn.

Resides at Trenton, Ont.; is master and owner of steamer "Varuna," of Picton, plying on Bay of Quinté from Trenton to Picton as a day boat; holds master's certificate for steamer; I know steamer "Quinté" was burned; did not see her burning; do not know the origin of the fire; I burned last season about equal proportions of hardwood, tamarac and bunched wood; I don't consider any of such fuel extra hazardous; the trouble I found with bunched wood was to get it dry enough to make steam; I don't think the bunched wood that I used was more inflammable than other pine cordwood; when steamer "Quinté" was lying at Belleville wharf, have been on board, saw a captain, mate, engineer, three deck hands, purser, two women and a boy; knew some of their names, but not all; do not know how many of a crew was on board the day she was burned; I considered the crew as I saw them there sufficient to handle steamer "Quinté" on the route she was on as a day boat; I am not competent to judge as to the number of firemen required on steamer "Quinté;" I used the same kind of bunched wood on my steamer as the steamer "Quinté" took on at Trenton; do not know if steamer "Quinté" wooded at any place else; have been a master of steamers for twenty-two years; the bunched wood I used was not sufficiently dry to satisfy me as fuel; I consider a good man could fire ten cords of bunched wood on steamer "Quinté" on her regular trip from Picton to Trenton and return.

JONATHAN A. PORTE.

HENRY THURSTON, witness produced by Deseronto Navigation Company, sworn.

Resides at Kingston, Ont.; I hold 2nd class certificate as marine engineer; am employed by Deseronto Navigation Company as chief engineer of steamer "Resolute," with supervision over the machinery of all the steamboats belonging to the company in winter time, and when the "Resolute" is at Deseronto in summer time; what I mean by that, anything going wrong with the other boats I am consulted; I don't hire the engineers or firemen for the company; I hire my own staff on steamer "Resolute;" did not see steamer "Quinté" while burning; don't know anything about the burning of the steamer "Quinté" only from hearsay; I examined the machinery of steamer "Quinté" and put her in as good repair as could be done for an old engine; I know her pumps and hose were in good condition; when burned, was using bunched wood for fuel; don't consider bunched wood a dangerous kind of fuel; have used the same kind of fuel for seven years, but not tied in bunches; this was on board a tug and passenger boat; was allowed to carry sixty passengers, an American boat for ordinary running; steamer "Quinté" burned about three-quarters a cord of bunched wood an hour; I judge this quantity from the way the fireman had to work; don't know it from actual measurement; the engineer would go on duty about ten minutes to 6 a. m. and go off duty about 7.30 p. m.; the fireman would require to go on duty about 5.30 a. m. and would quit about 7.30 p. m.;

I do not think it was too hard work for either engineer or fireman on that route, those hours and no rough weather; "Quinté" had one engineer and one fireman on this route; I consider it sufficient; I have never had charge of a steamer on that route; the engineer of steamer "Quinté" never complained to me regarding want of more help while on day route; during excursion season they had extra help; he spoke to me for help at the opening of excursion season, and I spoke to Mr. Brown, he was manager of the boats who provided the help; do not know anything of origin of fire; I have been travelling on this boat in my capacity as chief engineer for the company; I went down in fire hold to see the order of the fire hold and found it in good condition; there was a brick hearth in front of boiler extending about four feet in front of boiler and full width; there was a standing order to keep this hearth clear of chips or sawdust; the boiler had a very strong draught which made it less liable to throw sparks; have never seen any sparks coming from furnace door when open. I have been in fire hold when fireman was shaking up fire and steamer running; never seen sparks coming out at any such time; would be impossible for them to come out; I consider the "Quinté" fire hold was perfectly safe while firing bunched wood; she had the usual sea cock for fireman's use on port side about a foot in front of boiler; I hired the fireman Watson for steamer "Quinté" after requesting the engineer of steamer "Quinté" to do so; he said to me: you hire him.

HENRY THURSTON.

SAMUEL ANDERSON, witness produced by Deseronto Navigation Company, sworn.

Resides at Deseronto; holds master's certificate of steamer; have been master for twenty-three years; have been seven years employed by Deseronto Navigation Co.; knew steamer "Quinté;" did not see her burning; cannot tell exactly what crew she carried; from what I seen of her she had sufficient crew to handle boats and do all was required to be done in case of accident and emergency; never saw the crew tried in handling the boats; it would take six men to handle her metallic life boat; four men would handle one of the smaller boats; the steamer I am master of uses bunched wood for fuel; I consider bunched wood is as safe for fuel as any other wood and I have used all kinds of fuel; steamer "Armenia" that I am on board of never took fire in the hold, that I know of; I don't think that a wheelsman is required on any steamer running as a day boat on the Bay of Quinté; consider a captain and mate sufficient, a day boat is one that runs about thirteen hours; I consider it the duty of captain to be wheelsman as well as captain on Bay of Quinté; that has been the custom on such class of steamer as steamer "Quinté" on Bay of Quinté.

S. ANDERSON.

JOHN GOWAN, witness produced by Deseronto Navigation Company, sworn.

Resides at Deseronto; master of steamer "Resolute" belonging to Deseronto Navigation Company; knew steamer "Quinte;" never was master of her; do not know anything about burning of steamer "Quinte;" I am not acquainted with the working of the bay boats; the number of the crew required would depend on the amount of general work to be done; if my boat was on fire it would be all owing to the circumstances in which I was placed as to what I would do; if my boat was on fire I would consider it my duty to look to the safety of my passengers in addition to saving the boat.

JNO. GOWAN.

THOMAS DONNELLY, recalled by request of Deseronto Navigation Company.

I was at least five times on steamer "Quinté" during the season after I inspected her; three times I travelled on her and twice at least I went on board of

steamer while at the dock to see how things were working; it is usual for me to do so, on steamboats in my own district; the last time was on board of "Quinté" was at Kingston on or about 1st September, 1889, at that time the equipment was in good order; cannot say that I saw the life preservers, but saw the boats which were in good order; could not say they had been used since I inspected them, 13th April last; they might have been used half an hour before and I would not have been able to tell; I might not have seen paint on part of the falls; I know the falls were in good order and pliable at the time, I may have taken hold of them with my hands, am not certain that I did at that time, I noticed particularly that falls of boat on port side aft at that time they were all clear and pliable, could be used; I saw at that time there was a hatchet and boiler in boat; I lifted the edge of the cover to see them, the hatchet was made fast by a lanyard to ribbon underthwart, the boiler was fast in a similar manner; had six oars at that time; the rooms containing life preservers were labelled plainly, those two rooms were right abreast the head of staircase, easily accessible; I consider Capt. Christie kept his boat in good shape; there there is no law that I know of requiring fire drill. The master of a boat has general supervision over all his crew and is required to take any and every precaution for safety of his boat and passengers at all times; it is the master's duty to see that provision is made for the working and management of pumps and hose on a steamer; it is the master's duty to have discipline and officers and crew allotted their respective stations in case of emergency on board of a steamer; one round life buoy is required by law on board of a steamer; do not consider it safe to lower a life boat while steamer is under full speed; the life boat aft of the paddle box would be the least dangerous to lower with steamer going at full speed, although to lower any boat when steamer under full speed would be very dangerous; not possible with any degree of safety to lower a boat forward of the paddle wheel when steamer under full head way. I was master of steamer "Hastings;" I think if a boat I was master of running on the course between Deseronto and Picton was on fire, I would beach her, at the same time I would do all I could to put out the fire; if my boat was on fire, I would do all I could for the safety of boat and passengers.

THOMAS DONNELLY.

Court adjourned at 9 p. m.

DESERONTO, 18th December, 1889.

Court opened at 9.30 a.m.

WILLIAM EVANS, witness produced by Deseronto Navigation Company, sworn.

Resides at Deseronto; am a shipbuilder; am superintendent of the Rathbun Company's shipbuilding department for a period of about ten years; have been in the employ for the last twenty-one years; I knew the steamer "Quinté;" I was alongside of her when she was burning; the steamer at that time was on the beach; was not on board of "Quinté" when fire took place; do not know the origin of the fire; I went over to rescue life and property, if any in danger, by command of the Rathbun Company, taking with me a number of men in a sloop; the wind was so light we did not arrive in time to be of any service; the boat was then all in flames; she sank while I was there; in my capacity as shipbuilder for Rathbun Company I went to haul her out on beach for salvage purpose; I hauled her out about 35 feet; the forward part of the boat down to the deadwood, and on the line of deck till within 15 feet of boiler was completely burned; I took boiler and machinery out of steamer; I could see inside of hull from stem to aft end of boiler; that would be about 50 or 60 feet; I also took out about four cords of bunchwood that was left in fire-hold; portions of this wood was not even scorched; the tar strings that held it together were not burned; the portions that were burned were on top of pile; the wood I have reference to as not being scorched was that piled in front of boiler in centre of boat; I took this wood out of steamer, while under water before I hauled her out; I took all of the wood out of hull before hauling her out; the ceiling of the

boat in fire-hold and forward of boiler of the portion of hull saved below the water was not burned; was not charred from forward end of boiler to back end of boiler; the sister keelsons and part of main keelson that I could see was charred; two streaks of bilge ceiling next to sister keelson on port-side were not charred; from that up was burned; the deck was entirely burned off; from the appearance of hold I could not form an opinion of how or where the fire originated.

WILLIAM EVANS.

Captain DUNCAN B. CHRISTIE, master of steamer "Quinté," recalled and sworn.

We took dinner at the dock at Trenton; breakfast and tea while under way; the engineer usually took breakfast and supper when under way, and dinner at the dock; while on the daily route, engineer never applied to me for a second engineer or for another fireman to assist the one he had; I hired no fireman, as master of the ship; I do not know what authority the engineer had to hire his own help; the engineer did not make any complaints to me regarding his staff while running as a daily boat; made either two or three trips to Thousand Islands this year; stopped at Kingston both ways on each trip; cannot say the dates I was at Kingston; when my boat was inspected in the spring there was nothing required by the inspector that I remember of; when the hull inspector was on my boat at Kingston on my last trip from the camp-ground, I was on the boat with him; I was only on main deck with the inspector; I think he went up stairs; do not know what he done there; he passed no remarks to me after he came down stairs, as I supposed; have known engineer at odd times to take his breakfast at the dock at Deseronto; he took his meals in the mess room as a general thing; the mess room is about eight or ten feet from the engine room; I generally went to meals first, that is before the engineer; I do not know when the engineer went to meals; the reason I know engineer dined in messroom, I seen him there; don't mean to infer that engineer always dined in the mess room at breakfast and tea; the engineer had the privilege of dining where he pleased; a couple of deck hands could steer the boat; they came up there for practice to keep their hands in; it was not their duty to steer the boat, I hired them as deck hands.

DUNCAN B. CHRISTIE.

GEORGE ALLEYN BROWNE, sworn.

Resides at Deseronto; am Superintendent of Deseronto Navigation Company. I engage the captains, engineers and pursers for the steamers of that company. As a rule the engineer himself engages his own staff; I limit the number; if he considers he requires more help and gives me good and sufficient reason he is allowed to secure the help; while the boat was running as a day boat the engineer never applied to me for more help. Letters produced by Mr. Browne, to engineer, T. Short, of steamer "Quinté," satisfies the court that the engineer had the hiring of his own firemen, also other letters produced shows how Kemsley, the fireman, was engaged. I was never asked by any person of steamer "Quinté's" engineer staff for more help while she was running on daily route; captain hired all the rest of crew, except purser; gave the captain same instructions as engineer; he never asked for more help while on daily route; her average daily passenger travel might be about 20 or 25; the excursion season begins about 24th May and ends about first or second week in September; it would be very unusual to have an excursion prior or anterior to the dates mentioned; on production of steamer "Quinté's" pay list book it is shown that second engineer commenced duties on steamer "Quinté" as such 20th May, 1889, and is shown as being paid up to 20th September, 1889, as such a second fireman was placed on steamer about same date and second fireman is shown on pay list as being paid up to 20th September, 1889; from the fuel account books of the steamer being burned, cannot give the actual amount of fuel used per day. I think the quantity

used was ten cords per day of bunched wood; I think the most of the time on daily route steamer wooded up at Eagle Mills, Belleville and Baker's Island; I think during excursion season we wooded nearly altogether at Trenton; the last time steamer "Quinté" was in Kingston I think was 21st August, 1889. I don't know the origin of the fire which burned steamer "Quinté;" I went to steamer "Quinté" the night she was burning while on fire; when I got there I used every means available for the safety and comfort for those that had been on board that were saved, and sent them to Deseronto where they had proper medical attendance and care. Mr. G. A. Browne holds master's certificate No. 2202, steamer on minor inland waters.

GEO. A. BROWNE.

No. 2.

On the conclusion of Mr. G. A. Browne's evidence, no more witnesses being available directly connected with the burning of steamer "Quinté," the court then considered they had sufficient evidence to warrant them in closing the investigation: At this period, Mr. Carter, manager of Deseronto Navigation Company, appeared and objected to the closing of this investigation for the following reasons:—

Until he had time to produce evidence which he considered of moment to the investigation. The evidence Mr. Carter wants time to bring forward are none of the crew or passengers that were on steamer "Quinté" while burning. The evidence Mr. Carter wants to produce is of men skilled in navigation, especially in the navigating of steam vessels and of others who have had a large experience in the same class of business, and who have had brought under their immediate notice casualties of a somewhat similar kind to that of the burning of "Quinté," for the purpose of presenting to the court a number of details in connection with this class of accidents which he believes to be material to this investigation, and which he believes have not been already fully presented to this court.

None of those men he wants to produce were witnesses to burning of steamer "Quinté." Also Mr. G. A. Browne, Superintendent of Deseronto Navigation Company, was notified at Belleville, 11th December, when court closed there, that it would again open at Deseronto on 17th December to finish the investigation.

The court is of the opinion that the objections raised by Mr. Carter, manager of the Deseronto Navigation Company, that the investigation into the burning of steamer "Quinté" should not now be closed are not good and sufficient reasons to warrant them in prolonging the investigation, as the court considers that Mr. Carter had ample time to bring forward those witnesses if he wished to do so, the court being willing to hear any evidence that he, Mr. Carter, can bring forward at the present time. The witnesses he wants to produce to give evidence are specialists and are not any of the crew or passengers that were on board the steamer at the time she was burned, or did not witness the burning of the steamer.

Therefore, after carefully reading and considering the evidence taken, the Commissioners read in open Court the judgment of the court pertaining to the officers of the steamer which held certificates, there being present R. C. Carter, G. A. Browne, H. Evans, H. Thurston, H. P. Mitchell, and D. B. Christie.

The court then closed the investigation at Deseronto, 18th December, 1889, at 8.30 p.m.

The judgment of the court, which was read in open court, at Deseronto, the 18th December, 1889, is as follows:

The Court finds, from the evidence given at this investigation pertaining to burning of steamer "Quinté" of Deseronto, that Duncan B. Christie, as master of said steamer, did not exercise the crew of the steamboat during the season of navigation previous to the burning of steamer in the lowering and handling of life boats, as specially instructed by section 29, chapter 35 of 45 Victoria, Steamboat Inspection Act, which reads: "and masters of steamboats shall detail their crews and exercise them in lowering and handling said boats, at least once a month." We also find, as

master of said steamer, he has never, at any time, taken precaution to instruct the crew in the discipline required to handle the fire protection apparatus on board in case of an emergency, in fact, it appears from his own evidence, and which is corroborated by the remainder of the crew, that there was no discipline of any kind instituted among the crew on steamer in the interest of the public for the safety of life in case of emergency, which he, as master, holding such a responsible position, is accountable for. We also find, from the evidence given, that he gave no orders while the boat was on fire to any of the crew, to inform the passengers of their danger, or to provide some means for their rescue.

Relating to master of steamer "Quinté," the judgment of the court is, that Duncan B. Christie, as master of steamer "Quinté," was negligent and remiss in his duties, and that his certificate as master of a steamboat be suspended for a period of twelve months from present date of 18th day of December, 1889, until the 18th day of December, 1890.

The court also finds, from evidence given at this investigation pertaining to the burning of steamer "Quinté," of Deseronto, that Thomas Short, engineer of said steamer, in his evidence, states, he considered it necessary and safer to have a second engineer; also in his duties as engineer he allowed a man, that he (Thomas Short), in his evidence, swears was not competent and held no certificate, to take charge of his engine while he was at his meals. He also states in his evidence, there should be a competent man to take his place when off duty. Section 43, chapter 78 of the Steamboat Inspection Act, reads: "No person shall employ another as engineer and no person shall serve as engineer on any passenger steamboat, or on any freight steamboat of over one hundred and fifty tons gross, unless the person employed or serving as engineer holds a certificate from the Board for the grade in which he is to be employed," etc., etc. Also, that he, as engineer of steamer, in charge of the fire protection apparatus, gave no orders or instructed any of the crew to take charge of the nozzles of the hose to direct the course of the water on the fire, he being aware, as stated in his evidence, that there was no discipline on the steamer. We also find, that he, as engineer, trimmed the lamps that he required, as the fireman had so much other work to do, also stating, had there been another fireman, it would have been better, as there would have been a man on watch all the time; also Thomas Kemsley, the fireman's evidence, states, that he did not consider one fireman sufficient for steamer "Quinté" on the route between Picton and Trenton, as a day boat as she steamed this year. We also find, from the evidence given, that the engineer did not apply to the captain, or to Mr. G. A. Browne, who has the management of the Deseronto Navigation Company's boats, for either a second engineer or fireman, while on the daily route between Picton and Trenton; he, Thomas Short, holding the responsible position of chief engineer of steamer "Quinté," of Deseronto, knowing those deficiencies, should, in duty to himself and the public, have had them rectified, or reported same to proper authorities.

Relating to engineer of steamer "Quinté," the court finds, from the evidence given, that Thomas Short, engineer of steamer "Quinté," was negligent in his duties, and the judgment of the court is, that his certificate as engineer of a steamboat be suspended for a period of seven months from present date of 18th day of December, 1889, until 18th day of July, 1890.

Relating to mate of steamer "Quinté," the court finds, from the evidence given, that James Collier, mate of said steamer, who was at the wheel steering and navigating the steamer while burning, stood at his post and did his duty.

In addition to the foregoing, the judgment of the court, from the evidence given as to the origin of the fire which is entirely circumstantial, is, that it was caused by the lamp which was in the fire hold having fallen down or upset, just at the time the fireman left the fire hold, and did not have its origin in the fuel used on board the steamer, nor from the evidence given was there any inflammable material carried in the hold, or as freight on the steamer, at the time of burning. It is shown that the steamer burned with great rapidity, which was due greatly to the want of

proper discipline among the crew, none of them being placed at or handled the nozzles of the hose to direct the course of the water on the fire.

It is also shown that the hull of steamer, previous to burning, was in good order, that she was well equipped with the necessary pumps and hose, all in good order, also life preservers, floats, and life boats, but for want of proper discipline among the crew, and the life preservers not being distributed through the several parts of the steamer allotted to passengers, they were not used.

Again, from the evidence given, the opinion of the court is, that one engineer and one firemen was not sufficient for the steamer "Quinté," running as a day boat from Picton to Trenton and return, the hours of labor being from 5.30 a. m. until 8 p.m. Especially where bunched wood, the fuel used, is dry, it is more inflammable than ordinary cordwood fuel, and requires more care; also that the master of the steamer had too much to do, acting in the capacity of wheelsman as well as captain, whereby he had no time to give the necessary care and attention to the discipline of his crew, or care of passengers, which his duty as master required; and, as is shown by the evidence, the interest of the passengers were looked after by the purser, a boy, this being his first season employed on a steamer.

The court begs leave to suggest, for the better protection of life and property, that all passenger steamers licensed to carry two hundred passengers and over, running as a day boat, should be compelled to carry two engineers "the same as a steamer carrying forty passengers is compelled to carry a mate," and should carry two firemen, also one wheelsman at least, so that the captain would not be required to act as wheelsman in addition to his duties as master. This does not refer to ferry boats running across narrow rivers and channels where they run from 6 a. m. until 6 p. m., or shift crews every twelve hours; also that all passenger steamers should have part of their life preservers distributed through the cabins and decks, where the passengers frequent; and that all steamers one hundred and fifty tons gross and over, and all passenger steamers, should provide steam pipes entering the fire hold and freight hold, so that in case of fire starting in those compartments, they could at once be filled with steam, which is very effective in checking fire.

THOMAS F. TAYLOR,
EDWARD ADAMS,

Commissioners.

REPORT

(87b)

Of LIEUT. GORDON, R. N., into the conduct of the master and mate of the steamship "Baltic," in connection with the outrage perpetrated on one Charles Hambley, a deck-hand of the said vessel, on the 26th August, 1889.

METEOROLOGICAL SERVICE, TORONTO, 24th April, 1890.

SIR,—I have the honour to report that I have now completed the investigation into the conduct of the master and mate of the S. S. "Baltic," in connection with the outrage perpetrated on one Charles Hambley, a deck-hand on said vessel, on the 26th of August, 1889.

I held court one day in Owen Sound, and two days in Collingwood, examining in all eight witnesses; a copy of the evidence taken is forwarded herewith.

The court has been formally adjourned till Saturday next the 5th April, when it will be opened at the office of the Inspector of Steamboats, in the Custom House, Toronto, when the decision will be given in open court. In regard to Charles Odium Hill, holding a master's certificate of competency, who was mate on board the "Baltic," I find that no blame whatsoever attaches to him in connection with this unfortunate affair. He had been on duty all the day, and retired to rest when the ship left Owen Sound. He was only awakened some time after the unfortunate had gone overboard, and on having been told what had happened, concluded that at that time it would be of no use to lower a boat. The crew seem to have all been sober and in good working trim, and there was nothing in their conduct to cause Mr. Hill to anticipate any disturbance. Mr. Hill, is therefore completely exonerated from all blame in connection with this outrage, and I have returned his certificate, which during the investigation was in the custody of the court.

In reference to Captain Tait Robertson. The questions to consider are first: Were all due precautions taken on board the "Baltic" for the saving of life in the event of any one falling overboard. Second: Did Captain Robertson use every effort to rescue the unfortunate victim. Third: Did Captain Robertson in any way obstruct or impede the officers of justice in the discharge of their duties.

In regard to the first question the evidence of Captain Robertson and Mr. Hill is distinct, that the boats on the "Baltic" were never lowered by the crew for the purposes of familiarising them with the work, boats being only lowered on three occasions during the season, once when the inspector visited the ship. Again, the chief officer says he lowered one boat in Collingwood to do some painting, and the third time was when the vessel broke her shaft, and was anchored in the north channel at the latter end of the season. The object of the enactment of sub-section 4 of clause 29 of Chap. 78 of the Revised Statutes, is that the crew may be familiarized with the method of getting boats in the water, and this is doubly necessary on the inland waters where the deck-hands are so frequently changed.

If the crew of the "Baltic" had been drilled as prescribed by the Act, there would probably have been little, if any, difficulty in getting a boat lowered.

I, therefore, find that Captain Robertson is in fault in that he did not carry out the instruction to masters of vessels contained in the section of statute above quoted.

It also appears from the evidence that this enactment is almost completely disregarded by our lake shipping.

Second: As to using every effort to rescue the unfortunate man after he was overboard, both Captain Robertson and Mate Montgomery seem to have lost their presence of mind, and to have gone rushing about the ship. Captain Robertson admits that he stood by the boat on the hurricane deck with a lot of people on the quarter just below him, and yet he never hailed them to come up and assist to get a boat away.

Second Mate Montgomery says he cleared away one fall of the boat the captain was at, but the captain says he never saw him there. Mr. Lamont, a passenger, whose evidence seems entitled to credence, says the captain stood near him for a minute at the after end of the hurricane deck, and altogether the mental strain and annoyance seems to have confused Captain Robertson, so that he did not act with the promptness which should characterise a seaman in an emergency of the kind. He took no steps to ascertain if his vessel had been brought to a dead stand, and the evidence shows that the life-buoy was towing after the vessel, only a few yards astern, and was therefore useless. It is also shown that the vessel had continued to range ahead notwithstanding that the engineer had given her three or four strokes astern.

I am of opinion that with a crew properly drilled in handling the boats, especially if the captain had come astern on his vessel, which he might safely have done in the calm night described, that it might have been possible to save the man. But in the case as it stood absolutely nothing was done for the rescue of the unfortunate, and, for this, Captain Robertson cannot escape responsibility.

In regard to Captain Robertson's knowledge of what had occurred on his ship, I find that neither he nor Mr. Hill had any knowledge of the actual treatment the boy had received, until after the unfortunate was drowned. It seems extraordinary that a number of passengers and crew who must be aware that there is always an officer on deck, should have witnessed such brutal conduct, and yet have failed to report it to some one in authority. On hearing what had happened, the chief engineer went and reported to the captain, who went forward and found the boy dressed, but with tar on his hands.

Captain Robertson swears that he did not on this occasion tell the boy to go and get his money, and also says that he was first told of the action of his men by some one when he was on the promenade deck.

Whilst, as against this, Mate Montgomery says the captain had informed him that he had told the boy to go and get his money, a fact borne out by the actions of the boy and of watchman Currie. And as the chief engineer also contradicts the captain as to informing him, I cannot come to any other conclusion than that Captain Robertson's recollections of the night are somewhat confused. I find that Captain Robertson had no knowledge of the outrage in time to have prevented its occurrence, but I have to find that Captain Robertson did not exercise sound judgment and did not make all possible efforts to save the life of the unfortunate man who was overboard.

Third: in regard to the question of obstructing or failing to aid the peace officers in the discharge of their duties.

Captain Robertson admits in his evidence that when they returned to Owen Sound on the Saturday evening after the event, he had heard from passengers and others, details of the treatment to which the boy had been subjected, and under the circumstances, I consider that he failed in his duty when he did not voluntarily communicate with the Crown authorities. He says he consulted a Mr. Creasor, at Owen Sound, a barrister, and was guided by his advice, but I cannot think that this relieves him from the responsibility which accrues to him from the do-nothing policy which he pursued at first.

Constable Pierce and Mr. J. G. Cherry, one examined in Owen Sound, and the other in Collingwood, both agree with great accuracy in the evidence they give, as to the threats made use of by Captain Robertson at the time of the arrest of Russell and Tripp in Collingwood. I cannot help giving full weight to this testimony, though Captain Robertson's recollection of the matter seems to be at fault. I regret

to have to conclude that Captain Robertson did thus, in general terms, threaten the witness, Cherry; though he subsequently seems to have realized what was his duty, and to have aided the authorities by all the means in his power, granting passage to the detectives and constables, and keeping his crew together while required as witnesses.

To summarise, then, I find that (1) Captain Robertson failed to comply with the requirements of the Steamboat Inspection Act. (2.) That no proper efforts were made for the rescue of the unfortunate man when he had fallen overboard. (3.) That while Captain Robertson had no knowledge of the actions of his crew which would have enabled him to prevent the outrage, I cannot help coming to the conclusion that he did threaten the witness, Cherry, and that he failed in his duty when he did not report the occurrence to the local authorities at Owen Sound.

I, therefore, adjudge that the certificate of service, as master on the inland waters, of the said William Tait Robertson, be suspended for the period of twelve calendar months, to date from 4th March, 1890.

I have the honour, &c.

ANDREW R. GORDON.

NOTE.—I have been enabled to take a somewhat lenient view of the threat made by Captain Robertson from two considerations, viz.:—1st, that he at first supposed Cherry to have been instigated in the proceedings by the people on a rival line of steamers; and 2nd, that on realising the position of affairs he afterwards endeavoured in every way to aid the peace authorities in the prosecution of their duties.

A. R. G.

WM. SMITH, Esq., Deputy Minister of Marine, Ottawa.

I confirm the Commissioner's finding, and approve his sentence.

CHARLES H. TUPPER.

MEMORANDUM.

(91)

“LIQUOR LICENSE ACT, 1883.”—Claims for Fines, Costs, &c., imposed on holders of Dominion Licenses for violations of the Provincial License Act.

Name.	Address.	Amount.
		\$ cts.
<i>Brant</i> — W. P. Croome.....	Brantford, Ont.....	25 00
<i>Elgin</i> — Thos. Sampey.....	Springfield, Ont.....	33 50
<i>Haldimand</i> — Wm. Leroy..... James Overend.....	Cayuga..... Caledonia.....	77 30 105 13
<i>Lanark</i> — John Robinson..... Wm. Pierce..... John Pappin.....	Perth..... do..... Smith's Falls.....	155 51 76 60 78 65
<i>Ottawa City</i> — Léon Lebonté..... Télesphore Lemay..... Octave Labbé..... Alexander Blais..... L. St. Louis..... Francis Gorman.....	Ottawa City..... do..... do..... do..... do..... do.....	22 00 22 00 22 00 22 00 22 00 64 00
<i>Russell</i> — Joseph Quesnel.....	South Indian, Ont.....	26 25
<i>Thunder Bay</i> — Philip Labby..... Albert Mulligan..... Jno. Thompson..... Ole Brand..... W. G. Johnson..... Tobel Polson..... Charles Hoehn.....	Port Arthur, Ont..... Rat Portage, Ont..... do..... Port Arthur, Ont..... do..... Duluth, Minn..... Port Arthur, Ont.....	373 60 29 50 29 50 303 40 1,287 25 181 00 285 70
<i>Welland</i> — Wm. Armstrong..... Robert Armstrong.....	Port Colborne, Ont..... do.....	77 00 228 27
	Total.....	3,547 16

RETURN

(93)

To an ORDER of the HOUSE OF COMMONS, dated the 21st April, 1890:—For a Return of the quantity and value of Eggs imported into and exported from the Provinces of Ontario and Quebec since 1st January last; also the countries they have been imported from and exported to.

By order.

J. A. CHAPLEAU,
Secretary of State.

OTTAWA, 2nd May, 1890.

RETURN of the Quantity and Value of Eggs imported into and exported from the Provinces of Ontario and Quebec, from the 1st January to the 16th April, 1890; also the Countries they have been imported from and exported to.

Provinces.	Imported		Countries from which Imported, or to which Exported.
	From 1st January to 16th April, 1890.		
	Quantity.	Value.	
	Doz.	\$	
Ontario	97,008	13,343	United States. do
Quebec	143,484	19,624	
Total	240,487	32,967	
	Exported.		
	Doz.	\$	
Ontario	254,761	31,618	United States. do
Quebec	5,320	764	
Total	260,081	32,382	

J. JOHNSON,
Commissioner of Customs.

CUSTOMS DEPARTMENT,
OTTAWA, 30th April, 1890.

CORRESPONDENCE

(94)

Respecting the surrender of the Anderson contract for the Atlantic Steamship Service.

5, FENCHWICH AVENUE, 16th October, 1889.

SIR,—We enclose copy of telegram which we sent to you on the 12th instant, intimating our surrender of the contract for the Atlantic service which you did us the honour to place in our hands.

It was with much regret that we arrived at the decision telegraphed, as we had made good progress with our arrangements for the establishment of the company and we had every confidence that before the 1st November we should be in a position to intimate to you our definite acceptance of the contract.

We had all along acted in concert with Sir Geo. Stephen and others interested in the Canadian Pacific Railway; indeed, without the assurance of their co-operation, we would not have entered upon the business. As soon, however, as we had signed the contract in Ottawa we began to observe indications which eventually led us to fear that we could no longer count on the continued co-operation of Sir Geo. Stephen and his friends.

These culminated in an interview we had with him on 8th instant, when he distinctly stated that owing to some difficulty that had arisen about running the Canadian Pacific Railway trains through to Halifax he had ceased to be interested in the scheme.

Thereupon ensued correspondence with him, of which we enclose a copy, and to which we beg your attention.

Permit us to assure you that we had been looking forward with confidence to the successful establishment of the company. We would, even now, be prepared to take the business in hand again if the conditions, as we believed them to exist in the time of our signing the contract in Ottawa, were restored.

We are, sir, your obedient servant,

ANDERSON, ANDERSON & CO.

To the Honourable Sir JOHN A. MACDONALD, G.C.B., Ottawa.

Copy of Cablegram, Anderson to Sir John A. Macdonald, Ottawa.

12th October, 1889.

SIR JOHN MACDONALD, Ottawa,—With regret we surrender to you the Atlantic contract you placed in our hands, as we can no longer reckon on the cordial co-operation of the Canadian Pacific Railway; Sir George Stephen having intimated that he has ceased to take interest in our scheme. We write fully,

ANDERSON.

5, FENCHWICH AVENUE, LONDON, E. C., 9th October, 1889.

DEAR SIR,—Referring to our interview with you yesterday which concluded with a request on your part that we should telegraph to Sir John Macdonald with a view to inducing the Canadian Government to give your company running powers

over the Intercolonial Railway between Halifax and St. John, we write to say that before doing so or taking any further steps in the business we wish to know whether the difficulty as to the running powers is the only difficulty in the way of your continued co-operation with us on the faith of which alone we embarked upon the enterprise.

Should there be any other difficulties we should be glad to know them now, so that the whole thing may be dealt with at once.

We are, dear sir, yours faithfully,

ANDERSON, ANDERSON & CO.

Sir GEORGE STEPHEN, Bart., 88 Cannon Street.

5, FENCHWICH AVENUE, LONDON, 11th October, 1889.

DEAR SIR,—Mr. Kersey has handed us copy of your telegram of 8th inst. to Mr. Van Horne and his reply and copy of your telegram of 9th inst., to Sir John Macdonald.

We regret we cannot confirm their accuracy in so far as they relate to us. It appears, however, clear from the wording of your message to Mr. Van Horne that Sir Donald Smith's decision and yours to withdraw was arrived at before you left Canada, although not communicated to us until your arrival in England, and when we then attempted to point out the nature of the step you were taking you told us that it was "no use to appeal" to you.

So far as we know there only remained to be settled the terms of management between the company and ourselves.

In the settlement of these we anticipated no difficulty, as you had pronounced the terms originally put forward by us reasonable, and we were prepared to modify them so as to meet the criticisms of Sir Donald Smith and other subscribers.

There was an importance attaching to your and Sir Donald Smith's subscription far beyond their mere amount.

You were regarded here as leaders and your adhesion implied the cordial co-operation of the Canadian Pacific Railway.

Mr. W. R. Anderson took from you renewed assurance of your continued support before going to Ottawa to sign the agreement, and now within 3 weeks of the date when our answer has to be given to the Government of Canada you intimate your withdrawal.

As the proposed scheme included the transfer of the Canadian Pacific Railway Company's China contract and a close working arrangement with them we could not go to the public with a company from which you and the other Canadian Pacific leaders stood aloof.

We, therefore, intimate to the Canadian Government, that for that reason and that alone, we surrender to them the contract they had placed in our hands.

We are, dear sir, yours faithfully,

ANDERSON, ANDERSON & CO.

Sir GEORGE STEPHEN, Bart.

25, ST. JAMES PLACE, LONDON, 14th October, 1889.

DEAR SIR,—Referring to your letter of 11th, don't you think you have been rather hasty in throwing up your contract with the Dominion Government on the mere assumption on your part that Sir Donald Smith and myself had definitely withdrawn our support?

I fully expect to hear in a day or two that the Government have agreed to give the Canadian Pacific Railway Company the necessary access to Halifax, for which the company have been pressing, and without which the proposed Atlantic service would be of no benefit to the Canadian Pacific Railway Company during the five or six winter months of the year,

If that matter is settled to the satisfaction of the company, as I feel confident it will be, I shall be ready and willing, as I have always been, to implement to the

fullest extent my promise of support. If, on the other hand, the Government should refuse to deal fairly by the company, and practically compel it to stop its trains at St. John, then, in that event, I can take no interest in the Atlantic part of the scheme.

I am much more concerned about the success of the proposed scheme in its entirety, than I am about the fate of my promised subscription of £50,000, and must confess myself puzzled and not a little disappointed at the apparent alacrity with which you appear to have seized the first opportunity to surrender your contract to the Government upon grounds which I think have no real foundation.

Sir John A. Macdonald cables me in reply to the message I sent him about substituting St. John for Halifax, that any change would destroy the scheme.

Mr. Van Horne cables in reply to my message that he expects a decision in a day or two on the return of Sir John Thompson and Mr. Tupper from Nova Scotia, whither I presume they had gone for the purpose of consulting their political friends in Nova Scotia.

I am, dear sir, yours truly,

GEORGE STEPHEN.

Messrs. ANDERSON, ANDERSON & Co., London.

16th October, 1889.

DEAR SIR,—In reply to your letter of 14th instant, we assure you that it was not with alacrity, but with hesitation and sincere regret that we came to the conclusion that circumstances had so changed as to render the successful floating of the company impossible.

When we signed the contract with the Canadian Government we were satisfied that we could reckon upon the cordial co-operation of the Canadian Pacific Railway and upon the support of yourself and Sir Donald Smith, and we relied on other leading Canadians following.

The conviction has been gradually forced upon us that we can no longer depend upon that co-operation and support. Some of the incidents which have led us to come to this conclusion we will recall to you.

Soon after the signing of the agreement with the Canadian Government you intimated to Mr. W. R. Anderson at Dalhousie, your desire to cancel the agreement entered into by the Canadian Pacific Railway Company to surrender their China contract to the new company. It was with evident reluctance that you had acquiesced in that agreement.

When the time approached for the completion of our arrangements in connection with the new company we asked, through Mr. Kersey, for Mr. Van Horne's consent to our obtaining information as to the cost of steel twin-screw steamers for the China line, to enable us to complete our estimates. To this request we received no reply.

According to the agreements existing between the Canadian Pacific Railway Company and ourselves the China steamers although contracted for by the Canadian Pacific Railway Company, were to be transferred to the new company, of which we were to be responsible managers. Yet the contract for their building was made not wholly irrespective of us, because information obtained by us was placed at the disposal of and made use of by the Canadian Pacific Railway delegates, but without such conference with us as we were entitled to expect and were assured would take place.

In an interview with you on the 8th instant, you told us pointedly that you had no longer any interest in our scheme and were not inclined to put your money into a scheme which was not in the interest of the Canadian Pacific Railway Company.

Your telegram to Mr. Van Horne revealed the fact that the withdrawal of your and Sir Donald Smith's subscriptions had been discussed before you left Canada, but no hint of such withdrawal was given to us until after your arrival here. The intimation was then so given as to impress on us the conviction that you intended that we should no longer count on your support.

Even now, when you renew your assurance of support you attach to it conditions which were not attached when your promise was first given. If they had been we would have stipulated with the Government for the removal of the obstacles before signing the contract, while if they had arisen unexpectedly we would willingly have asked the Government to grant an extension of time to enable you to arrange your difficulties had you so requested.

You chose another mode of dealing with us, and you must not be surprised if we accepted your communication as seriously intended.

We enclose copy of cablegram sent by us to Sir John Macdonald, to whom we felt bound to convey the earliest intimation of the change in the situation.

We had every confidence in the success of the enterprise and were prepared to subscribe a larger sum than we had named to you. We are very much disappointed at the result of our endeavours.

Even now, if we were assured of the continued cordial co-operation and support of yourself and friends and the Canadian Pacific Railway Company, and if the Canadian Government were willing to cancel our notification of surrender of the contract we would be disposed to take the matter in hand again. In that case, however, we should require that the terms upon which such co-operation and support were to be given should first be distinctly settled in writing so as to leave no room for further misunderstanding.

We are, dear sir, yours faithfully,

ANDERSON, ANDERSON & CO.

Sir GEORGE STEPHEN, Bart., 88, Cannon Street, E. C.

RETURN

(95.)

To an ORDER of the HOUSE OF COMMONS, dated the 24th January, 1890;—For a Return showing the total amount of expenditure to date on the Government Printing Bureau building, the total expenditure to date on type, presses and all other printing and binding machinery and material placed in the Bureau; also the total amount paid in salaries and wages to officers and employees in the Bureau, from the 1st July, 1889, to 1st January, 1890.

By order.

J. A. CHAPLEAU,

Secretary of State.

OTTAWA, 10th March, 1890.

RETURN of Total Expenditure to date on Type, Presses and other Printing and Binding Machinery and Material placed in the Bureau.

	\$	cts.	\$	cts.
Total expenditure, as per Auditor General's Report, to 30th June, 1888.....			63,939	07
do do do 1889.....			185,179	97
FROM 30TH JUNE, 1889, TO DATE.				
<i>Printing Branch.</i>				
Machinery, &c.....	2,197	36		
Type.....	2,741	31		
Fittings and furniture.....	1,167	61		
			6,106	28
<i>Bindery Branch.</i>				
Tools, &c.....	456	40		
Fittings and furniture.....	1,479	80		
Labor.....	452	50		
			2,388	70
<i>General.</i>				
Labor and sundries.....	1,205	41		
Freight.....	385	33		
Miscellaneous.....	117	86		
			1,708	60
Total.....			239,322	62

Total amount paid in Salaries and Wages to Officers and Employees in the Bureau, from 1st July, 1889, to 1st January, 1890..... \$66,541 19

Certified.

OTTAWA, 24th January, 1890.

RETURN

(96)

With reference to THIRD PART of an ORDER of the HOUSE OF COMMONS, dated the 23rd January, 1890, for a return showing the amount of money expended by the Dominion in each Province since Confederation to the 30th June, 1889, under the following heads:—

1st. Subsidies to railways in each Province, excepting the Canadian Pacific main line and Sault branch.

2nd. The several railways built by the Dominion in each province, including the Intercolonial branches and extensions, but not the main line as originally constructed.

3rd. The buildings erected or purchased in each province, their location and cost.

By order.

J. A. CHAPLEAU,

Secretary of State.

OTTAWA, 6th May, 1890.

STATEMENT showing the Amount of Money Expended by the Dominion on Buildings Erected or Purchased &c., &c., in each Province since Confederation to the 30th June, 1889, as called for by an Order of the House of Commons, dated 23rd January, 1890. Ref. 106. 246.

Name of Building.	Amount Expended.	Remarks.
<i>Nova Scotia.</i>		
	\$ cts.	
Amherst Post Office, &c.....	38,331 67	
Annapolis do	4,134 69	
Antigonish do	6,163 15	
Arichat do	1,226 27	
Baddeck do	14,006 74	
Halifax Dominion Building.....	104,861 81	
do Examining Warehouse.....	10,866 30	
do Quarantine Station.....	25,269 14	
Lunenburg Marine Hospital.....	6,502 25	
do Post Office, &c.....	3,900 00	
Nappan Experimental Farm.....	11,262 72	
New Glasgow Post Office, &c.....	43,435 61	
North Sydney do	26,040 35	
Pictou Custom House, &c.....	27,743 04	
do Marine Hospital.....	12,597 86	
do Quarantine Station.....	4,090 00	
Point Edward (Sydney) Quarantine Station.....	7,417 71	
Sydney (South) Marine Hospital.....	11,514 61	
do Post Office, &c.....	3,103 86	
Truro Post Office, &c.....	36,619 11	
Windsor do	32,347 29	
Yarmouth Marine Hospital.....	3,550 00	
do Post Office, &c.....	41,771 62	
do Quarantine Station.....	3,438 64	
Total for Nova Scotia.....	480,194 44	

STATEMENT showing the Amount of Money Expended by the Dominion on Buildings Erected or Purchased, &c., &c., in each Province, &c.—Continued.

Name of Building	Amount Expended.	Remarks.
<i>Prince Edward Island.</i>		
	\$ cts.	
Charlottetown Dominion Building	69,000 00	Destroyed by fire, 20th February, 1884.
do do (new).....	98,055 23	
do do (temporary)	6,207 14	
do Marine Hospital.....	1,940 41	
Montague Post Office, &c.....	8,242 87	
Northumberland Strait Mail Building, proportion of expenditure	1,310 05	
Souris Marine Hospital.....	4,458 62	
Summerside Post Office, &c.....	34,555 36	
Total for Prince Edward Island	223,769 68	
<i>New Brunswick.</i>		
Bathurst Post Office, &c.....	31,745 22	
Capes Tormentine and Traverse Mail Buildings, proportion of Expenditure	1,318 16	
Carleton, St. John, Post Office.....	14,121 64	
Chatham Post Office	14,028 84	
Dalhousie do	6,597 28	
Dorchester Penitentiary.....	463,298 65	
Fredericton Barracks.....	15,295 57	
do Post Office	30,521 57	
Kingston Marine Hospital.....	1,406 81	
Middle Island Quarantine Station	4,286 55	
Moncton Post Office.....	45,194 52	
Newcastle Custom House.....	4,830 00	
do Post Office, etc	47,654 47	
Portland do	10,956 49	
St. Andrews Marine Hospital.....	5,588 44	
do Quarantine Station	330 00	
St. John Custom House (old).....	75,797 88	Destroyed by fire 20th June, 1877.
do do (new).....	329,972 06	
do Fort Dufferin	8,064 50	
do Marine Hospital (Partridge Island)	50,019 86	
do Military Storehouse, &c.....	13,020 37	
do Post Office (old).....	178,940 86	Destroyed by fire 20th June, 1877.
do do (new).....	174,055 27	
do Quarantine Station (Partridge Island).....	7,308 46	
do Savings Bank (old).....	47,784 28	Destroyed by fire 20th June, 1877.
do do (new).....	45,552 91	
St. Stephens Post Office, &c.....	28,867 90	
Sussex Post Office, &c.....	23,325 26	
Westcock Marine Hospital	3,416 93	
Woodstock Post Office, &c.....	41,766 27	
Total for New Brunswick.....	1,725,067 02	
<i>Quebec.</i>		
Aylmer Post Office, &c.....	11,168 76	
Chambly Forts (restoration).....	1,317 30	
Chicoutimi Marine Hospital.....	19,486 45	
Coaticook Post Office &c.....	26,106 87	
Grosse Isle Quarantine Station.....	83,855 07	
Hull Post Office, &c. (old).....	30,208 60	Destroyed by fire, 8t May, 1886.
do do (new).....	29,946 90	
Joliette Post Office, &c.....	18,108 66	
Lachine do	2,108 40	
Lévis Cattle Quarantine Station	375 20	
do Immigrant Sheds.....	67,549 19	
Marie Indian Reserve Chapel.....	500 00	
Montreal Armouries.....	178,106 40	

STATEMENT showing the Amount of Money Expended by the Dominion on Buildings Erected or Purchased, &c., &c., in each Province, &c.—Continued.

Name of Building.	Amount Expended.	Remarks.
<i>Quebec—Continued.</i>		
	\$ cts.	
Montreal Custom House	259,296 18	
do Drill Shed	128,341 62	
do Examining Warehouse	338,854 26	
do do (purchase of land)	66,352 76	
do Immigrant Sheds	17,811 15	
do Inland Revenue Offices	34,967 74	
do Post Office	544,722 00	
Quebec Artillery Barracks	4,659 81	
do Cartridge Factory	19,590 35	
do Citadel Buildings	6,428 60	
do Custom House	24,579 51	
do Drill Shed	86,233 85	
do Examining Warehouse	78,187 49	
do Immigrant Buildings	56,417 28	
do Marine Hospital	13,207 27	
do Observatory (rebuilding, &c.)	11,007 69	
do Post Office	96,003 32	
do Queen's Wharf Building	3,404 03	
do Rivière du Loup (Fraserville) Post Office	3,570 65	
Sherbrooke Drill Shed	573 58	
do Immigrant Station	1,334 40	
do Post Office	66,645 65	
Sorel Post Office, &c	49,301 50	
Ste. Anne de Restigouche Indian Building	745 70	
St. Helen's Island Military Buildings	10,546 80	
St. Hyacinthe Post Office, &c	4,250 23	
St. Jerome do	16,204 80	
St. John's Barracks	15,450 42	
do Post Office, &c.	16,224 21	
St. Vincent de Paul Penitentiary	393,493 64	
Three Rivers Custom House (old barracks)	21,384 07	
do Post Office (formerly Custom House)	27,973 51	
Valleyfield Inland Revenue Building	1,707 10	
Total for Quebec	2,888,308 97	
<i>Ontario.</i>		
Almonte Post Office, &c	6,666 98	
Amherstburg do	34,510 53	
Barrie do	47,819 58	
Belleville Examining Warehouse	3,561 02	
do Post Office, &c	64,271 03	
Berlin do	36,772 55	
Bowmanville Drill Shed	1,038 00	
Brampton Post Office, &c	10,554 37	
Brantford do	34,479 49	
Brockville do	55,571 66	
Cayuga do	10,941 40	
Chatham do	58,904 08	
Clifton do	43,614 85	
Cobourg do	25,383 15	
Cornwall do	62,717 87	
Dundas do	2,249 00	
Galt do	34,374 33	
Gananoque Custom House, &c	26,482 97	
Goderich Post Office, &c	7,654 57	
Guelph do	35,816 40	
Hamilton Drill Shed	66,230 21	
do Immigrant Shed	6,738 78	
do Post Office (old)	17,508 67	
do do (new)	348,213 18	
Kingston Custom House	1,493 91	

STATEMENT showing the Amount of Money Expended by the Dominion on Buildings Erected or Purchased, &c., &c., in each Province, &c.—Continued.

Name of Building.	Amount Expended.	Remarks.
<i>Ontario—Continued.</i>		
	\$	cts.
Kingston Military College.....	110,049	09
do Penitentiary.....	121,543	62
do Post Office.....	2,914	87
Lindsay Post Office, &c.....	18,789	63
London Custom House.....	120,147	59
do Immigrant Shed.....	7,425	86
do Infantry School.....	124,511	38
do Post Office.....	15,249	80
Napanee do &c.....	32,094	54
Orangeville Post Office, &c.....	21,114	94
Ottawa Central Fire Station (Government grant).....	15,000	00
do Drill Shed.....	30,608	33
do Examining Warehouse.....	2,844	98
do Experimental Farm.....	189,585	90
do Geological Museum.....	54,138	03
do Military Storehouse.....	6,410	32
do Nepean Point Buildings.....	1,200	00
do Parliament and Departmental Buildings.....	1,474,304	45
do Departmental Buildings, "Langevin Block".....	622,053	05
do Post Office.....	255,699	07
do Printing Bureau.....	176,350	07
do Supreme Court (workshops).....	67,106	01
do Victoria Hall.....	16,326	40
Pembroke Post Office, &c.....	14,170	16
Peterborough do.....	43,352	46
Point Edward Cattle Quarantine Station.....	7,591	59
Port Arthur Immigrant Shed.....	9,378	55
Port Hope Post Office, &c.....	50,737	05
Prescott do.....	12,355	09
Rideau Hall, Ottawa.....	155,965	74
Sarnia Immigrant Building.....	3,436	21
St. Catharines Marine Hospital (Government grant).....	2,000	00
do Post Office, &c.....	57,577	38
St. Thomas Drill Shed.....	2,854	86
do Post Office, &c.....	70,683	23
Stratford do.....	46,213	89
Strathroy do.....	2,611	93
Toronto Custom House.....	237,895	99
do Examining Warehouse.....	341,476	71
do Immigrant Sheds.....	33,318	76
do Inland Revenue Building.....	5,060	49
do Post Office.....	173,816	65
Trenton do &c.....	28,956	66
Windsor do &c.....	71,739	13
Total for Ontario.....	5,900,229	04
<i>Manitoba.</i>		
Brandon Experimental Farm.....	4,247	58
do Immigrant Shed.....	22,564	58
do Post Office.....	6,761	50
Emerson Immigrant Shed.....	1,186	10
Minnedosa do.....	1,071	50
Stony Mountain Penitentiary.....	458,592	95
St. Paul Industrial School.....	9,222	10
Winnipeg Custom House.....	45,439	27
do Dominion Lands Office.....	16,426	41
do Drill Shed.....	24,628	66
do Fort Osborne Barracks.....	8,406	83
do Immigrant Sheds.....	33,773	89
do Infantry School.....	15,188	75
do Post Office (old).....	43,125	31

STATEMENT showing the Amount of Money Expended by the Dominion on Buildings Erected or Purchased, &c., &c., in each Province, &c.—Continued.

Name of Building.	Amount Expended.	Remarks.
<i>Manitoba—Continued.</i>		
	\$ cts.	
Winnipeg Post Office (new).....	207,497 82	
do do (temporary).....	11,737 78	
do Powder Magazine.....	7,765 85	
Total for Manitoba.....	a 917,636 88	
<i>North-West Territories.</i>		
Banff Mounted Police Barracks.....	910 08	
Battleford Industrial School.....	3,382 00	
do Land and Registry Office.....	1,999 64	
do Lieutenant-Governor's Residence, &c.....	113,715 83	
do Mounted Police Barracks.....	124,711 77	
do Stipendiary Magistrate's Office.....	2,433 24	
Big Bend Mounted Police Barracks.....	411 12	Destroyed by Indians during Riel Rebellion.
Birtle Immigrant Shed.....	1,047 50	
Calgary Court House.....	11,076 07	
do Immigrant Shed.....	5,766 50	
do Mounted Police Barracks.....	46,511 39	
Cypress Hills do do.....	1,000 00	
Fort McLeod do do.....	82,866 01	
do Custom House and Storehouse.....	6,313 70	
Fort Pelly Mounted Police Barracks.....	67,467 31	
Fort Saskatchewan Mounted Police Barracks.....	7,932 82	
High River Industrial School.....	21,635 94	
Indian Head Experimental Farm.....	14,347 37	
Kipp Mounted Police Barracks.....	979 93	
Lethbridge do do.....	48,663 82	
Long Lake Industrial School.....	36 62	
Maple Creek Mounted Police Barracks.....	30,697 03	
McLeod General Hospital.....	1,000 00	
Medicine Hat Immigrant Shed.....	6,747 78	
do Police Barracks.....	28,229 94	
Milk River do do.....	121 66	
Pendant d'Oreille do do.....	291 90	
Pincher Creek do do.....	186 54	
Prince Albert Court House and Jail.....	34,357 61	
do Mounted Police Barracks.....	76,453 90	
Qu'Appelle Immigrant Shed.....	10,853 40	Destroyed by fire 13th May, 1883.
do do (new).....	12,304 15	
do Industrial School.....	44,742 93	
do Mounted Police Barracks.....	4,534 66	
Regina Council Chamber.....	9,877 40	
do Court House.....	6,503 18	
do Dominion Lands Office.....	329 41	
do Indian Offices.....	10,007 77	
do Industrial School.....	4,872 54	
do Jail and Lunatic Asylum.....	54,224 35	
do Lieutenant-Governor's Residence (old).....	22,371 33	
do do do (new).....	2,651 54	
do Mounted Police Barracks.....	154,729 01	
do Post Office.....	8,361 12	
do Public Buildings (Dam for water supply).....	5,240 02	
do Riding and Drill Hall.....	41,651 64	
St. Albert Mounted Police Barracks.....	642 42	
St. Mary's do do.....	1,155 83	
Touchwood Hill do do.....	413 00	
Wood Mountain do do.....	2,721 50	
Writing-on-stone do do.....	291 90	
Total for North-West Territories.....	1,139,774 12	

(a) Exclusive of \$284,456.47, being cost of Winnipeg Parliament Building and Lieutenant-Governor's residence now assumed by the Provincial Government of Manitoba. (See Public Accounts, part II, for 1885-86, 1886-87 and 1887-88, pages 56, 75 and 80.

O. DIONNE, Accountant.

STATEMENT showing the Amount of Money Expended by the Dominion on Buildings Erected or Purchased, &c., &c., in each Province, &c.—*Continued.*

Name of Building.	Amount Expended.	Remarks.
<i>British Columbia.</i>		
	\$ cts.	
Agassiz Experimental Farm	133 81	
Albert Head Quarantine Station (Vancouver).....	12,173 61	
Kamloops Industrial School.....	65 66	
Kuper Island "	3,055 59	
Nanaimo Post Office, &c.	33,375 08	
New Westminster Penitentiary.....	259,046 48	
do Post Office, &c.	26,751 63	
Vancouver Post Office, &c.	4,154 36	
Victoria Custom House, &c.	39,164 75	
do Immigrant Shed.....	3,030 21	
do Marine Hospital.....	18,635 43	
do Post Office, &c.	42,906 32	
Total for British Columbia	442,492 93	
<i>England.</i>		
London, High Commissioners' House	43,667 07	
<i>Recapitulation.</i>		
Nova Scotia	480,194 44	
Prince Edward Island.....	223,769 68	
New Brunswick.....	1,725,067 02	
Quebec.....	2,888,308 97	
Ontario.....	5,900,229 04	
Manitoba.....	917,636 88	
North-West Territories.....	1,139,774 12	
British Columbia.....	442,492 93	
England.....	43,667 07	
Grand Total.....	13,761,140 15	

O. DIONNE,
Accountant.

DEPARTMENT OF PUBLIC WORKS, OTTAWA, 21st April, 1890.